



Negotiation Aid For School Management

A stylized illustration of a classroom. In the center is a large white trapezoidal shape representing a whiteboard. On either side of the whiteboard are rows of grey rectangular desks. Each desk has a circular headrest. The entire scene is set against a solid red background.

NEGOTIATING THE CLASS SIZE ISSUE

EDUCATIONAL RESEARCH SERVICE, INC.

Educational Research Service, Inc.
1800 North Main Street
Arlington, Virginia 22209
Phone: (703) 243-2100



Negotiation Aid For School Management

NEGOTIATING THE CLASS SIZE ISSUE

Copyright © 1978 by
Educational Research Service, Inc.
All Rights Reserved



Educational Research Service, Inc.
1800 North Kent Street
Arlington, Virginia 22209
Phone: (703) 243-2100

The Information Source for School Management

Sponsored by

- American Association of School Administrators
- American Association of School Personnel Administrators
- Council of Chief State School Officers
- National Association of Elementary School Principals
- National Association of Secondary School Principals
- National School Boards Association
- National School Public Relations Association

Educational Research Service is an independent, nonprofit corporation serving the research and information needs of the nation's school systems, their administrative teams, school boards, and the public.

ERS serves as both a national source and clearinghouse for school management research and information. By compiling, analyzing, and sharing information that is essential to effective decision making, ERS assists local school districts in both day-to-day operations and long-range planning. It provides an invaluable approach to data gathering and information reporting through services that are geared to quick yet thorough response to requests from subscribers. An ERS subscription entitles the subscribing school system or agency to: • on-call information service for its administrative staff and governing board • an initial copy of each ERS conducted research study produced during the

subscription year • the monthly *ERS Bulletin* summarizing the research of other agencies.

To assure that small as well as large systems can benefit from ERS, a graduated subscription fee has been established. This enables subscribing agencies to share equitably in the cost of compiling and reporting the research needed by all school administrators and governing boards. ERS services are available at reasonable rates to associations of school administrators and school boards, as well as university departments of school administration. Services may be provided to other groups by special action of the ERS Board of Directors. Subscription rates are available upon request.

Glen E. Robinson
President
Director of Research

Study Conducted and Reported by Paul J. Porwoll

ERS is solely responsible for this publication; no approval or endorsement by specific ERS sponsoring organizations is inferred or implied.

Availability of publication: This publication has been printed in limited quantities and is available only to ERS subscribing school systems and agencies. Single copy mailed routinely as part of subscription; additional copies, \$10.00 each.

CONTENTS

	<i>Page</i>
LIST OF TABLES	<i>ii</i>
FOREWORD	<i>iii</i>
ACKNOWLEDGEMENTS	<i>v</i>
CLASS SIZE: ITS EFFECTS ON THE EDUCATIONAL PROCESS	1
SCOPE OF BARGAINING	3
MANAGEMENT VIEWS ON NEGOTIATING CLASS SIZE	5
Recommendations for School Management	7
TEACHER VIEWS ON NEGOTIATING CLASS SIZE	11
ARBITRATION AWARDS	16
Connecticut	17
New Jersey	18
New York	19
Pennsylvania	23
Rhode Island	23
DECISIONS OF PUBLIC EMPLOYMENT RELATIONS BOARDS AND THE COURTS	25
Alaska	25
Connecticut	26
Hawaii	26
Illinois	26
Iowa	27
Kansas	28
Maine	29
Massachusetts	30
Nebraska	30
Nevada	31
New Jersey	31
New York	32
North Dakota	37
Oregon	38
Pennsylvania	38
South Dakota	39
Wisconsin	39
DETERMINING CLASS SIZE BY USING A WEIGHTED FORMULA	44
ANALYSIS OF CONTRACTS	49
SOURCES OF ADDITIONAL INFORMATION	80
SELECTED BIBLIOGRAPHY	83
TABLE OF CASES	89
INDEX TO SCHOOL DISTRICT TEACHER NEGOTIATION AGREEMENTS	92

LIST OF TABLES

	Page
1. Strike Settlements by AFT Locals That Included Class Size Provisions, School Year 1975-76	13
2. Lodi Education Association Class Size Survey Responses: Elementary Class Sizes Utilizing Weight Factor Concept, June 1974	46
3. AASPA Survey Responses on Scope of Bargaining Trends: Class Size	50
4. Mean and Range of Class Size Maximums in Teacher Negotiation Agreements Analyzed by ERS	52
5. Features Found in Teacher Negotiation Agreements Containing Class Size Provisions	54
6. Index of 30 Class Size Negotiation Provisions According to 21 Contract Items	55

FOREWORD

For decades educators have debated whether or not class size has a significant impact on the quality of education. Class size research to date has been generally inconclusive and provides at best only tentative guidelines about the effects of class size on pupil achievement and classroom environment; however, the opinions of most teachers are quite clear. Teachers strongly believe that class size is one of the most important factors influencing the achievement and personal development of their pupils, and as such deserves high priority in educational policy-making. Most administrators, too, believe that class size merits strong attention, but they are faced with the dilemma of balancing the heavy costs required to either maintain small classes or reduce class size with the funding needed for other programs in their school districts. In many school districts, this dilemma has assumed immense proportions.

The arguments over class size have found their way into the collective bargaining process in many school districts. As teachers press for a greater voice in decision-making, class size, as a "working condition," has become a frequent issue at the bargaining table. Administrators and school boards have countered by asserting that class size goals, guidelines, and maximum limits fall entirely within their jurisdiction as educational managers and policy-makers.

The ERS series of Negotiation Aids for School Management is designed to assist administrators and school boards to prepare for negotiating such critical issues. This Negotiation Aid, titled *Negotiating the Class Size Issue*, includes a brief summary of research on the effects of class size on the educational process, adapted from the recent comprehensive ERS Research Brief titled *Class Size: A Summary of Research*. In addition, the viewpoints of both school management leaders and teacher organization leaders on the issue of negotiating class size are presented, summaries of 16 arbitration hearings and 31 decisions rendered by public employment relations boards and the courts are detailed, and the "weighted formula" approach to managing class size is discussed. Also provided are an analysis of negotiated class size provisions contained in 450 recent teacher negotiation agreements plus sample provisions from 30 agreements. To assist administrators in keeping abreast of the latest developments in collective bargaining, a section outlining possible sources of additional information also is provided.

It should be noted that the distribution and availability of the ERS Negotiation Aid for School Management series differ from those of other ERS publications available for purchase by the general public. Because of the highly specialized audience for which this series is designed, the Negotiation Aids are printed in limited quantities and are available only to ERS subscribing school systems and agencies.

It is hoped that this ERS Negotiation Aid for School Management, in conjunction with the ERS Research Brief pertaining to class size, will be helpful to school administrators and school boards in preparing to negotiate or decide the complex issues relating to class size.

Glen Robinson
Director of Research
Educational Research Service

ACKNOWLEDGEMENTS

ERS gratefully acknowledges permission to use excerpts from the following:

"Class Size Isn't Subject to Union Negotiation, Says New York State Court--But Its Ruling Is Ambiguous." Published in the August 15, 1974 issue of *Education Summary*, p. 6. Copyright 1974 by Bureau of Business Practice, Inc. Used with permission of the publisher, Croft-NEI Publications, Waterford, Connecticut.

"Four Teachers Sound Off About Class Size," by Vivian S. Perrimon and Others. Published in the March-April 1976 issue of *Today's Education*, pp. 40-41. Copyright 1976 by National Education Association, Washington, D. C. Used with permission of the publisher.

The Impact of Negotiations in Public Education: The Evidence From The Schools, pp. 206-207, by Charles R. Perry and Wesley A. Wildman. Copyright 1970 by Wadsworth Publishing Company, Belmont, California. Used with permission of the publisher.

The Law of Public Education, 2d ed., pp. 429-430, by E. Edmund Reutter, Jr. and Robert R. Hamilton. Copyright 1976 by The Foundation Press, Inc., Mineola, New York. Used with permission of the publisher.

Negotiations Proposals to Avoid, pp. 6-7. Published in 1972 by The New York State School Boards Association, Albany, New York. Used with permission of the publisher.

Report of the Class Size Committee. Lodi Education Association, Table 3, p. 11 and pp. 24-25, by Virginia Green and Others. Copyright 1974 by The California Teachers Association, Instruction Center, Burlingame, California. Used with permission of the publisher.

The School Board Negotiator: Guidelines for Effective Teacher Negotiations, pp. 79-80, by Joseph A. Igoe and Douglas M. Flynn. Copyright 1972 by Thealan Associates, Inc., Albany, New York. Used with permission of the publisher.

"The States Struggle to Define the Scope of Teacher Bargaining," by Tom James. Published in the October 1975 issue of *Phi Delta Kappan*, p. 94. Copyright 1975 by Phi Delta Kappa, Inc., Bloomington, Indiana. Used with permission of the author and publisher.

"Beneficial to Children." Published in the September 15, 1975 issue of *TIME*, p. 51. Reprinted by permission of *TIME*, The Weekly Newsmagazine. Copyright Time, Inc. 1975.

Trends in Collective Bargaining in Public Education, Table 3, Section IA, p. 19, by Max W. Evans, Donald M. Knox, and Charles F. Wiedenman. Copyright 1978 by the American Association of School Personnel Administrators, Seven Hills, Ohio. Used with permission of the publisher.

Various summaries from *Arbitration in the Schools*, 1976-78. Copyright by the American Arbitration Association, New York, New York. Used with permission of the publisher.

The Scope of Bargaining in Public Employment, pp. 288-317, by Joan Weitzman. Copyright 1975 by Joan Weitzman, New York, New York. Used with permission of the author.

Class Size: Its Effects on the Educational Process

Class size is one of education's perennial problems. When enrollments expanded after World War II, there were not enough buildings or qualified teachers available to keep classes small. When enrollments began to decline in the early 1970s, class size dropped in many areas of the country and either remained constant or rose in others. With the advent of teacher unionism in the last decade (the National Education Association (NEA) with a membership of 1.7 million and the American Federation of Teachers (AFT) with 470,000 members), teachers have demanded a larger share of control over educational policy-making. In many places class size has become a crucial issue at the bargaining table. This ERS Negotiation Aid for School Management presents an analysis of the factors relating to class size in the negotiations process. Topics discussed include:

- A brief summary of the research on the effects of class size on the educational process
- Class size as it relates to the "scope of bargaining"
- Teachers' and administrators' views on negotiating class size
- Decisions rendered by arbitrators, state public employment relations boards, and the courts on class size disputes
- A discussion of the "weighted formula" approach for determining class load being advocated by some teacher unions
- An analysis of class size provisions found in teacher negotiation agreements.

Despite voluminous research conducted on the effects of class size on the quality of education, there is still no overall consensus as to whether students benefit more from smaller or larger classes. Results of some studies have favored smaller classes and some larger classes, while others could find no significant difference between the two.

In a 1978 Research Brief titled *Class Size: A Summary of Research*, Educational Research Service reviewed the literature relating to class size and a number of factors affecting the educational process--its effect on pupil achievement at the elementary and secondary levels, on the classroom environment, and on student behavior and attitudes. The Research Brief also outlines teacher and public opinion on class size, the budgetary impact on a school system when class size is altered, and some implications for policy-making. The conclusions from the ERS study [12:68-70]^{*} are summarized below. However, users of this Negotiation Aid are strongly urged to consult the entire Research Brief for a more comprehensive analysis of the existing research on class size.

^{*}References cited in the body of the text are noted by numbers within brackets. The number before the colon indicates the entry number within the bibliography on page 83; the number following the colon indicates the page within the entry. Where no colon appears, the citation refers to the entire entry.

As most previous reviews of class size research have noted, the ERS study concluded that the cause and effect relationships pertaining to class size and pupil achievement are highly complex. The concept of an "optimum" class size, in isolation of other factors (e.g., subject area, nature and number of pupils in the classroom, nature of learning objectives, availability of materials and facilities, instructional methods and procedures used, skills and temperament of the teacher and support staff, and budgetary constraints), is not supported by research findings.

Existing research findings do not support the contention that smaller classes will of themselves result in increased academic achievement of pupils. Within the mid-range of approximately 25 to 34 pupils, class size appears to have little if any decisive impact on the academic achievement of most pupils in most subjects above the primary grades. However, in the early primary grades smaller classes can be an important factor in pupil learning in reading and mathematics and when pupils are taught in smaller classes for two or more consecutive years. Above the early primary grades, smaller classes tend to have the most benefit for lower ability students and economically or socially disadvantaged students.

The research evidence suggests that methods and quality of classroom instruction should be emphasized, rather than an approach strictly focusing on the number of pupils in a classroom. Teaching procedures and practices perceived by some educators as conducive to a productive learning environment (i.e., more individualization, creativity, group activity, and interpersonal regard) tend to occur more often in smaller classes than in larger classes. But in terms of pupil achievement, there has not been enough research conducted to validate the presumed superiority of these activities. As some studies have shown, many teachers with small classes have not taken advantage of them to individualize instruction, yet others have.

At the elementary level, pupil behavior seems to be positively affected by smaller classes. At the secondary level, some studies, but not others, have found that smaller classes influence student perceptions about their courses and their satisfaction with them.

Opinion polls have consistently indicated that most teachers perceive large classes as a major factor negatively influencing teacher morale and job satisfaction plus the academic achievement, personal development and social development of their students. According to national opinion surveys, about half of the elementary teachers polled believe they could do their most effective teaching with a class size of 20-24 pupils, and about another one-third indicate they could do their most effective teaching with a class of 25-29 pupils. Opinion polls also show that most of the public sees an important link between pupil learning and small class size.

Class size is an important determinant of a school system's budget. Even changes in class size as small as one or two pupils per class system-wide can have a major impact on a school system's budget. In terms of pupil benefits, research findings fail to justify small overall reductions in class size or pupil-teacher ratio merely as a matter of general school system policy without definite pupil-benefit objectives for specific groups of pupils.

In summary, the accumulated research evidence stresses that class size and pupil-teacher ratio is a highly complex issue. It is often emotionally charged. When formulating their decisions on class size, school policy-makers should be concerned with a number of closely interrelated issues including: the possible benefits to students, the possible benefits to teachers, the utilization of available facilities, the monetary costs involved, and the possible political ramifications. Again, users of this Negotiation Aid are urged to study the ERS Research Brief titled *Class Size: A Summary of Research* for background and information on this complex issue.

Scope of Bargaining

Among the states having public sector collective bargaining legislation affecting education (30 or so now do), "scope of negotiations" refers to those items contained under the broad category of wages, hours, and working conditions. [72:vi-vii] State legislatures usually determine which items can or must be included in teacher-school board negotiations. There is wide variation from state to state on what is considered negotiable. Three broad areas regulating an item's negotiability exist:

- (1) mandatory items: *must* be negotiated if *either* party desires to do so.
- (2) permissive items: *may* be negotiated if *both* parties desire to do so.
- (3) board prerogatives: items that are not negotiable because they fall under the legal mandate of the board of education to set managerial policy. [106:10]

The negotiability issue is discussed from another angle in *The Law of Public Education* by E. Edmund Reutter, Jr. and Robert R. Hamilton. Two generalizations are made, based on judicial decisions:

- Anything within a board's power to decide *may* be negotiated if the board elects to do so except those matters directly or indirectly excluded by legislation and those matters in which it must maintain an instant discretion in order to fulfill its duties and responsibilities. Obviously this principle can be given a broad or narrow interpretation by a court.
- A board *must* negotiate only those matters specifically required to be negotiated by express legislation or implied from that legislation. What is implied, of course, is for the courts ultimately to decide. [71:429-430]

According to an analysis of state statutes and the scope of negotiations conducted by Perry A. Zirkel, only Idaho and Nebraska limit teacher-board negotiations solely to the permissive area. The majority of state laws call for mandatory bargaining and most of these include a modification of the term used in the National Labor Relations Act of "wages, hours, and other terms and conditions of employment." [106:14-15]

California is one state that specifically includes class size in its teacher negotiation statute. Article 4, Section 3543.2 of the Rodda Act, California's teacher bargaining law which took effect in 1976, states that:

The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits ... leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees ...

However, under Indiana law (Title 20, Article 7.5, Section 5), pupil-teacher ratio and class size may be "discussed," but a school employer "may but shall not be required to bargain collectively, negotiate or enter into a written contract concerning or be subject to or enter into impasse procedures."

As an example of the range of issues covered under the scope of bargaining, the following three categories were noted by the Academic Collective Bargaining Information Service in a 1977 report:

1. Mandatory items about which there is greatest *agreement* among the states
 - wages
 - hours
 - grievance procedures
 - probationary periods of employment
 - promotion procedures
 - methods of teacher evaluation
 - methods of teacher removal [83:5]
2. Items about which there is greatest *disagreement* as to negotiability among the states
 - *class size*
 - parity in wages
 - retirement benefits
 - agency shop
 - pre-eminence of negotiated contracts over existing laws
 - preparation time for teachers
 - selection of textbooks
 - in-service education of employees
 - school calendar
 - standards of service [83:5]
3. Items most consistently determined to be *management rights*
 - institutional mission and program
 - level of funding
 - hiring of employees
 - discharge of employees
 - supervision of employees
 - job assignment
 - conditions of employment for non-unit members
 - organization
 - size of work force
 - standards of recruitment [83:5]

Although disputes over an item's negotiability may be decided first by an arbitrator or a state agency, such as the public employment relations board (PERB), usually the final authority rests with the courts.

Management Views on Negotiating Class Size

When the president of the National School Boards Association said [in the spring of 1975] that passage of federal legislation on collective bargaining for public employees would be a "catastrophe," he was not referring to higher teacher salaries. He was talking about the possibility of a major shift in the power structure of public education, a shift that would give teacher unions and federal agencies control over local decision making for the schools. [46:94]

Administrators fear that teachers will use their unionized strength to determine educational policy to suit their own goals, Tom James continued to explain in his 1975 *Phi Delta Kappan* article. [46:94] "Teachers are no longer pawns of the state, willing to sit by idly regardless of the educational policies instituted by the state legislature, the state board of education, and the local board of education," says Donald Myers, author of the book *Teacher Power--Professionalization and Collective Bargaining*. "Above all," Myers states, "they are no longer blindly obedient." [55:8]

Quite simply, the rift between teachers and administrators follows the classic lines of other labor-management disputes over the basic question of which group will decide policy matters. James F. O'Connell and Robert W. Heller gathered data from school board members, administrators, teacher association officials, and negotiators in 19 randomly selected school districts in six western New York State counties to find which factors most often led to impasse in teacher negotiations. Fifteen teacher-school board factors were obtained from their analysis. The results of their study confirmed the hypothesis that "there is a significant difference in the perceptions of school board members and teacher executive leadership regarding impasse factors."

Teachers desire the unilateral power or at least the sharing of decisions related to professional teaching activity. The Board appears to adopt a stance that is opposite to the teachers' position. Boards are reluctant to grant teachers further intrusion into the decision-making process. The historical concept of management trying to retain power over labor is evident in the rankings of the factors. [64:11-12]

O'Connell and Heller cited earlier studies by Jones, 1969 [47]; Ambrosie and Heller, 1972 [5]; Hicks, 1973 [37]; and Hill, 1973 [38] to support further the increasing rift between teachers and administrators over the powers to decide educational policy.

Wherever possible, school administrators are urged to exclude class size in bargaining discussions. Commenting on 10 years of dealing with Michigan's public employee relations negotiation statute, John Pagen advised school board members and administrators to be reluctant to give their consent to any class size maximums proposed by teacher organizations. "Accurate budgeting becomes virtually impossible," Pagen, a superintendent of schools, said, "because the school board has no control over the number of students who move into the district after the contract is negotiated." [65]

Administrator concerns that class size reductions would bring increased costs to the school system are well-founded. Indeed, a decrease of just one pupil per class may cost a large system millions of dollars. On the other hand, an increase of one pupil per class systemwide, could save the schools that much money, as shown in the three examples that follow:

- If the Fairfax County (Virginia) Public Schools, with an enrollment of over 132,000 students, had reduced its 1976-77 pupil-teacher ratio from 25:1 by one pupil per class, the 219 additional teachers that would have been needed would have cost the school system \$2.8 million. [94]
- If the Albuquerque (New Mexico) Public Schools, with an enrollment of over 85,000 students, increased its ratio of students to all staff (excluding bus drivers) from 14.1:1 to 14.6:1, the school system would save approximately \$2.2 million. [22:31]
- If the Montgomery County (Maryland) Public Schools, with an enrollment of over 117,000 students had increased its 1976-77 systemwide class size average of 27 by one pupil per class, it would have saved \$2 million in teachers' salaries, fringe benefits, and cost-of-living increases. [93]

Figured on a statewide basis, the cost would be staggering. Fred Heddinger, executive director of the Pennsylvania School Boards Association, explained in a 1975 article that "a recent study by our association has shown that statewide reduction in class size by one student per class costs \$64 million in personnel costs alone." [46:94]

In a section of her 1975 study on class size and public employment bargaining, Joan Weitzman surveyed the attitudes of school administrators and teachers in New York State over the issue of class size. In spring 1972 questionnaires were sent to superintendents (or supervising principals in central school districts) and presidents of local teacher organizations in 431 New York State school systems. It was requested that the questionnaire be answered by the administrator(s) or teacher(s) most involved with collective bargaining in the school system. The sample was comprised of two groups: the first, of 203 systems having a class size provision in their 1971-72 teacher negotiation agreements and the second, of 215 systems with no provision on class size in their agreements. Thirteen school systems outside New York City which were affiliated with the American Federation of Teachers (as opposed to the New York State United Teachers) also were surveyed. A total of 381 persons (198 superintendents or supervising principals and 183 teachers) from 283 school systems responded to the survey. Of this total, 208 respondents indicated that their contracts contained class size provisions, while 173 said that their contracts did not contain a provision on class size. No indication was given on how many of the responding administrators were from school systems having a contract provision on class size or who were from school systems not having such a provision. Nor was there mention of the number of responding teachers who were in school systems with or without a class size provision. [99:291-292]

Weitzman reported that class size was a significant issue among both administrators and teachers and often was presented as an item for negotiations. Among the findings regarding the views of school management towards class size were the following:

- Two thirds of the responding administrators indicated that school management should not be forced by law to bargain over class size. More than half of the administrators said that they had contended during bargaining that class size was legally non-negotiable in New York, citing the Taylor Law, Education Law, or both laws. [99:294]
- Two thirds of the administrators in school systems with negotiated provisions on class size said that the contract language on class size had not caused any problems. Eighty-six percent responded that the contract language either fully or partially satisfied their goals.

Thus, merely negotiating and including a provision on class size in a teacher negotiation agreement had not brought about management dissatisfaction nor had it affected management's ability to direct school operations in these systems. [99:294-297]

- However, in school systems without a class size contract provision, 57 percent of the administrators said that class size was a problem. [99:295]
- Administrators were most concerned with the financial limitations and fiscal implications of negotiating class size and the preservation of their managerial prerogative and flexibility in determining class size. [99:296]
- In arguments over whether or not to include or modify class size language in their teachers' negotiated agreements, administrators most often adopted the position that the research evidence fails to link smaller classes to more effective teaching or increased pupil achievement. [99:296]
- One half of the responding administrators characterized class size as an issue of "professional concern," while almost one-third perceived class size as an issue for managerial control. Twelve percent characterized class size as a combination of these two categories. [99:300]
- Seventy-one percent of the administrators indicated that the most effective means of dealing with class size was through faculty-administration study committees and 21 percent said the issue would be handled best through unilateral management policy. Few administrators mentioned "collective bargaining." [99:300]
- More than three fourths of the respondents whose school systems had a provision on class size reached agreement on including such a clause into the contract prior to mediation or fact-finding. Sixty-five percent of the administrators indicated that informal faculty-administration discussions regarding class size had occurred. Forty-one percent said that these discussions were productive to a limited degree and 19 percent said that they were very productive. Moreover, few school systems reported grievances arising over class size disputes. Weitzman notes that this is perhaps due to the fact that school management has been able to negotiate class size provisions that were not excessively restrictive. [99:297-299]

Recommendations for school management.--Joseph A. Igoe and Douglas M. Flynn of the Thealan Associates, a consulting firm specializing in educational collective bargaining, have offered suggestions for avoiding certain "pitfalls" during negotiations. Recommendations directly applicable to class size matters include:

- Do not agree to arbitration of unresolved grievances unless the grievance definition is limited to the content and interpretation of the contract.
- Avoid the use of the term "every effort" in placing a commitment on the board or administration. In arbitration this may mean unreasonable effort from management's point of view. A board which agrees that "every effort" will be made to maintain a class size of 27 is flirting with an adverse arbitration award when it claims it does not have enough teachers to implement the provision.
- Try to provide flexibility in any provision governing board or administrative action ...
- Never agree unconditionally to something over which the district cannot exercise total control. A class size provision is only safe if it contains a modifying clause such as "within the limits of existing facilities" or "contingent upon the district's ability to

support such a program." Such additions do not guarantee that the district will never be hurt in grievance, but they do provide a viable case to argue in the face of state aid cuts or defeated budgets. Such terms as "where feasible" and "the board will attempt," while preferable to a restrictive provision, are not as useful. They allow an arbitrator to make a subjective judgment as to "feasibility," or the adequacy of an "attempt." [41:79-80]

Class size is "too important to the school board's planning and managerial control for it to be limited by a provision of a negotiated contract, and further to be limited by merely a consideration of numbers such as pupil-teacher ratios," according to Warren Eisenhower, director of employee relations for the Fairfax County Public Schools, the largest school system in Virginia. Eisenhower stresses that a school board must maintain administrative flexibility in arranging class sizes and teacher loads if program diversity and innovation and equitable arrangements among teachers are to exist. He adds that, in taking class size negotiations beyond a numbers exercise, a school board might agree to certain contractual language which gives it discretion in the area of class size by offering some type of clause to keep the size of classes at a level "conducive to effective education," or similar language. Restrictive clauses which do not allow for experimentation and innovation in teaching "should be opposed for the good of the system. It is the responsibility of the school board and the superintendent to improve instruction, and they should not have to obtain the permission of the union for every change, improvement, or innovation." [26]

Stanley L. Raub, executive director of the New York State School Boards Association (NYSSBA), has explained that "any type of clause which has the effect of regulating class size is nonnegotiable and should be avoided in New York State." [50] The NYSSBA analyzed clauses in 14 different subject areas found in teacher negotiation agreements that "should be avoided by school board negotiators." [57:1] In a chapter on class size, the eight clauses listed below were chosen as samples of language to which school management should *not* accede while bargaining. They are as follows:

1. "The desirable goal for class size is a maximum of 25 students per class."
2. "(a) Academic classes shall not exceed the following limits.
 - (1) Kindergarten
25 pupils per teacher for each one-half day session
 - (2) Elementary
33 pupils per teacher
 - (3) Secondary
33 pupils per teacher
 (b) An acceptable reason for exceeding the class size objective may be any of the following.
 - (1) There is no space available to permit scheduling of any additional class or classes in order to reduce size.
 - (2) Conformity to the class size objective would result in placing classes on short time schedule or result in combination classes.
 - (3) A class larger than the specified maximum is necessary to provide for specialized or experimental instruction.
 - (4) Funds are not available to implement 1, 2, and 3 above under maximum class size."
3. "Class size shall not exceed the State mandated maximums except in an emergency and only after such a situation is discussed with the association representative for that building or area."
4. "Every effort will be made to see that class sizes in the elementary level (K-6) will be kept at an effective and efficient level."
5. "Central school administrative officials and the membership of the board of education have always been cognizant of the need for classes which do not exceed 26 in number of

students; therefore, in order to make it possible for those students who are in school to have the greatest advantage for learning and the most effective conditions in reference to facilities and teacher-pupil ratio, these administrators and board members agree with the association that no more than 25 students in primary grades and no more than 26 students in grades 4-12 in each class is an admirable qualification to attain."

6. "The number of guidance counselors presently employed by the district shall not be reduced.

"The number of teachers presently employed by the district shall not be reduced.

"The number of physical education teachers presently employed in Kindergarten through grade 6 shall not be reduced."

7. "The District Principal will recommend no reduction of current staffing during the 1972-73 school year. If there is a reduction of staff, it will be accomplished through attrition, whenever possible."
8. "No professional staff positions will be dropped for the 1972-73 school year after collective bargaining negotiations for the 1972-73 contract year are concluded and the amount of state aid is definitely known and the budget for the District for the 1972-73 year is finally adopted." [57:6-7]

In its publication *Class Size and Teacher Load*, the New England School Development Council outlined various strategies for Connecticut school boards, which are legally obligated to negotiate class size in their teacher contracts. As the authors noted: "The significance of calling something a mandatory subject for negotiation [as class size was ruled in the *West Hartford* case, see page 26] simply means that the local Board of Education must discuss the proposal in good faith." [13:54] The Board then may follow a number of options:

1. After hearing the teachers' arguments and discussing the implications of their proposal, the Board should reject any recommendation on class size and explain its rationale for doing so. Strictly from management's viewpoint this will:
 - a. insure program and staffing flexibility
 - b. avoid future class size grievances
 - c. avoid future financial commitments on class size in the event of changing conditions

However, resulting strains on teacher-board relations and teacher morale must be carefully weighed. If the Board so chooses, it can give these reasons for rejecting the teachers' demands:

- a. State courts have not agreed whether or not class size provisions should be included in teacher contracts.
- b. Optimum class size is just one aspect of school management, like curriculum, staffing, budgeting, etc., and decisions in all these areas must be made by the Board.
- c. If the teachers agree that class size is an important part of educational quality, it is the Board's duty to make all policy decisions.
- d. Class size provisions, no matter how they are phrased, may restrict the Board in establishing new instructional programs.

2. The Board should refuse any class size contract proposal, but settle established problems by issuing a Board policy on the subject. This insures that the Board will keep its flexibility in making future modifications of the policy as needed. Ideally this statement should be issued before the teachers' proposals are made, but with input from the teaching staff, to avoid charges of "bad faith."
3. The Board should accept the teachers' proposal or issue its own proposal. NESDEC lists three examples of Board counter-proposals, in descending order of preference:
 - a. a general statement on class size, with the assurance that the conditions in the provision will not be subject to grievance proceedings.
 - b. an agreement for the Board to review and correct excesses in the size of classes as warranted.
 - c. a definite numerical agreement, but the Board can state that it is only a "desirable guideline for optimum class size." [13:54-56]

Teacher Views on Negotiating Class Size

Class size is an intense issue among many teachers. Faced with declining enrollment, reductions-in-force, and related circumstances and bolstered with the belief that class size is a negotiable item under the label of "working conditions," teacher organizations have fought to have a voice in class size policy making. The court cases, PERB rulings, and arbitration hearings summarized later in this Negotiation Aid are evidence of this struggle and concern.

Even though there is no definitive research basis for claims on the superiority of small classes, many teacher spokespersons adamantly refute this argument. In a 1975 article appearing in *Today's Education*, Bernard McKenna and Martin Olson contended that class size demonstrably influences quality education. The authors summarized nine generalizations which, they said, are proven by class size research. The supporting references for these generalizations are available from NEA. Smaller classes, according to McKenna and Olson, allow

1. teachers to use a wider variety of instructional strategies and methods and to be more effective in implementing them
2. students to benefit more from individualized instruction
3. students to be more creative
4. students to develop group leadership skills
5. students to develop better human relations and to have more regard for others
6. students to achieve better in nearly all skills and subjects
7. teachers to experience fewer problems with student discipline
8. teachers to be more satisfied and positive in their teaching
9. students to be more satisfied and positive in their attitudes and perceptions. [53]

Because generalizations such as these have not been universally accepted, a stance that heavily favors one position exclusively over other staffing arrangements may frequently come under criticism. For example, T. Barr Greenfield (1976), in analyzing the bibliographical references attached to Generalization 1 above, found that the three "particularly significant supporting references" cited by McKenna and Olson were published by Teachers College, Columbia University, the institution with which the authors have been associated and "the other supporting references consist of secondary sources, textbooks, and other hortatory materials." [33:191] Greenfield agrees that some of the other generalizations cited by McKenna and Olson can be supported by the class size literature, but he points out that they ignore negative and non-significant findings contained in the class size literature and the implications of incomplete or inconsistent findings. [33:191]

Studies have shown that small classes will boost teacher morale. A nationwide sample of teachers responding to NEA Research Division Teacher Opinion Polls indicated in 1968, 1971, 1974, and

1975 that large classes were a major problem, that reducing class size would lead to increased teacher morale and job satisfaction, and that children effected greater gains from small classes [52; 88; 89]. A special 1973 report by the NEA Research Division found these same results cited by teachers in urban schools. [69]

Surveys at the state and local level confirm these national results. A 1974 questionnaire administered by the New York State United Teachers found that 90 percent of the 1,051 respondents expressed their belief in the importance of smaller classes on pupil achievement, pupil social and personal development, and teacher job satisfaction. [11:8-9] A poll of 1,400 elementary teachers conducted by the Cleveland Teachers Union, reported in the February 1975 issue of *American Teacher*, indicated that class size was the major issue confronting them. [16] The United Teachers of Los Angeles stated in a 1976 survey that class size was their number one problem. [19] Statements by four teachers in Indiana and Georgia appearing in NEA publications reportedly reveal the frustrations teachers everywhere perceive as caused by classes that are too large:

- As the size of classes has gradually increased, we've had to eliminate some of the more effective teaching techniques . . . Games, projects, all kinds of individual attention become impossible as our classes get bigger and bigger. [105:14]

---Susie Harris, Clarksville (Indiana) first grade teacher

- The effect on reading groups is tragic . . . I have at least one-third more children in my reading groups this year [1976] and it could hold them back by as much as 2-1/2 months in their development. [105:14]

---Carolyn Sutton, Clarksville (Indiana) first grade teacher

- Here's a typical occurrence in my math class of 33, during the time for individual assistance: The pupils are asking for my help. I reply "OK, as soon as I've finished helping Lee, I'll be right with you." But time runs out, and I never get to help some of the children. Oh yes, the next day is fine; but to the pupil, the right-now help is very important. And the next day, someone else doesn't get immediate help or support. [67:40]

---Theresa S. Bowen, Atlanta (Georgia) third grade teacher

- Every time we ask for smaller classes, my colleagues and I are told that class size doesn't affect student achievement. All teachers, on the other hand, who live with the problem of large classes on a day-to-day basis realize that class size is, actually, the main problem. This inability to prove what all experience shows has to be the great failure of educational research.

In my nine years of teaching in the public schools, I have dealt with both large and small classes, and each year it becomes more obvious to me that before the schools can make any appreciable gains toward improving students' cognitive and affective abilities, teachers must be given significantly smaller numbers of students to deal with. [67:41]

---John W. Payne, Atlanta (Georgia) high school science teacher

In some cases where class size has exceeded stated contractual maximums or where school districts have refused to negotiate the issue, teachers have resorted to the strike. The reported principal dispute in the 1975 New York City teachers' strike centered on overcrowded classes. *Time* magazine reported that in a meeting of the teachers union during the strike "teachers stood up one after another and told horror stories. One reported that she had 60 pupils in her class--'six-oh'--and elicited a loud moan of sympathy. A first-grade teacher related how she spent the morning escorting her 48 pupils to the bathroom." [92:16-17]

Although U.S. Department of Labor statistics show that teachers strike most often over salaries [95], large classes have been a serious factor in many teacher strikes. For example, the American Federation of Teachers reports that at least 13 AFT-affiliated teacher organizations struck in 1975-76 over the issue of class size.

TABLE 1.--Strike Settlements by AFT Locals That Included Class Size Provisions, School Year 1975-76

School System	Number of Teachers	Date Began	Length	Settlement Highlights
East Detroit, MI	600	Sept. 2	2 days	Two-year contract with 13.5 percent raises; dental plan; life insurance; class size limits of 29 in K-1 and 32 in 2-6.
Lake Shore, MI	380	Sept. 2	1 week	Two-year contract with 6 percent raise now and 5 percent board-paid retirement second year; dental plan; additional personal leave and extracurricular job pay; class size limits.
Berkeley, CA	900	Sept. 3	22 days	Restoration of 1.2 percent raise, prestrike class size levels, and supply budget; transfer and leave policies also restored.
Shenendehowa, NY	460	Sept. 3	3 days	Three-year contract with 24 percent raise; class size reduction; elimination of extra-classroom duties; no reprisals.
Chicago, IL	26,000	Sept. 3	11 days	Average 7.1 percent pay raise; class size reductions to 29-32 depending on grade level; restoration of 1,525 cut positions, 15-20 new provisions; and hiring of 600 new daily substitutes to guarantee elementary class coverage.
Lynn, MA	820	Sept. 4	10 days	\$1,500 raise; guaranteed preparation time for elementary teachers; aides for all classes over 35; no-reprisals clause.
New York, NY	70,000	Sept. 9	7 days	Restoration of 2,500 laid-off teachers; remainder to be recalled; across-the-board cost-of-living raise; longevity raises in 10th and 15th years; restoration of old class size maximums.
Cahokia, IL	400	Oct. 3	26 days	Two-year contract with 15 percent raises; no change in pupil-teacher ratio; improved fringe benefits; make-up days for all 26 days of strike; no reprisals.
Spencerport, NY	234	Oct. 16	14 days	Two-year contract with 8 percent increase first year and 10.1 percent raise second year; maximum class size provisions.
New Haven, CT	1,200	Nov. 10	2 weeks	Two-year contract with raises of \$200-\$300 this year and 4 percent next year; class size limits of 31 this year and 29-30 next year; no-reprisals clause.
Pittsburgh, PA	4,400	Dec. 1	57 days	Raise, class size provisions.
St. Thomas, St. John, St. Croix, VI	1,700	Jan. 8	39 days	Class size limits protected.
Farmingdale, NY	670	May 6	7 days	Class size protected.

SOURCES: "AFT Strikes, Fall 1975," *American Teacher* (January 1975), pp. 12-13.
 "Strikes by AFT Locals, 1975-76," *American Teacher* (September 1976), p. C18.

Although they may disagree in other areas, the NEA and the AFT both stand solidly behind smaller classes. The May 1976 issue of *NEA Reporter* titled "Crowded Classes: Teachers Tackle the Educational Epidemic of the 70's" reprinted the official NEA Resolution on class size:

Class size and the number of instructional periods taught each day must be adjusted to the particular learning process involved to allow individual attention to each pupil when that is the required mode of instruction. The ratio of the professional personnel serving students should be at least 60 professional staff members per 1,000 students, not including paraprofessionals. [105:14]

In September 1975, a time when teachers around the country were going out on strike, NEA executive director Terry Herndon was interviewed by Marguerite Michaels, a journalist with *TIME* magazine. Commenting on factors that led to these teacher walkouts, Herndon related how one such factor, teacher preparation time (a big issue in the New York City strike), influenced class size:

TIME: Isn't it fair for school boards to ask teachers to spend more time actually teaching--to be more productive?

Herndon: That depends. If the teacher is already handling five classes of 30 or more, the answer is no. If we're talking about four classes of 18 and an extreme financial crisis, the answer might be yes.

TIME: How can teachers be more effective?

Herndon: The ideal class size is from 18 to 22 in elementary school, but almost all classes are much larger than that. In junior high school most teachers are dealing with 150 to 200 children a day. The teacher is expected to know them, to love them, to counsel them, to know their home situations. It's impossible.

We need to achieve lower class size, to improve the quality of the teacher-student relationship, and to provide more diagnostic and therapeutic services for children who need them. But this means more personnel--and more people mean more money, more federal help. [8:51]

The AFT recommends a maximum of 15 pupils per early-childhood class. Grades above this level should be limited to a maximum class size of 22. Special education classes should have even lower maximums determined by the needs of these children. [27]

Albert Shanker, president of the AFT and New York United Federation of Teachers, perhaps summed up teachers' feelings on this issue when he manned the picket line in the 1975 New York City strike with a sign declaring "45 kids per class is no class." [92:17]

Given the growth of teacher militancy and emphasis on class size, although conducted early in the history of teacher bargaining, it is interesting to note a study by Hall and Carroll which found that teacher bargaining actually was associated with larger student-teacher ratios. In their study of 118 elementary school districts in suburban Cook County, Illinois in school year 1968-69, they reported that their findings lend "support to the common allegation that school boards are offering teachers higher salaries in exchange for larger classes and that these offers are being accepted." Hall and Carroll said that while the student-teacher ratio was being increased by about one, teacher salaries were being increased by no more than \$200. They added that nothing in their research suggested that teacher organizations had any success in reducing student-teacher ratios. [34:840-841]

Results of Weitzman's study tend to support the findings of Hall and Carroll. In her 1972 survey of New York administrators and teachers (see page 6), Weitzman found that 89 percent of the school systems whose pupil-teacher ratio was less than 15:1 did not have a negotiated provision on class size. In school systems with pupil-teacher ratios from 15:1 to 35:1, she noted that between 50 and 60 percent of the systems had a class size provision in their teacher negotiation agreement. As pupil-teacher ratio increased, the percentage of agreements with contract language on class size increased from 50 to 60 percent. "This finding implies that class size contract language does not

necessarily reflect or impose small class sizes," Weitzman said. [99:309] One fourth of the contracts examined had a class size provision where the average number of pupils per day per secondary school teacher was 75-100, while 60 percent of the contracts had class size provisions where teacher loads were 101-125, 126-150, or 151-175. Weitzman found that "contract language certainly does not 'cause' small ratios and teaching loads." [99:309] Class size provisions may serve a number of purposes, such as memorializing actual conditions, denoting limits, or bringing about reductions, but the results from her study indicate that school systems without written class size provisions had the smallest class sizes, ratios, and teaching loads. [99:309-310]

Among teachers' views toward negotiating class size, Weitzman made the following observations:

- More than half of the responding teachers said that, during the next negotiating session, their representatives were planning to bargain for more rigorous class size provisions. [99:293]
- Eighty-nine percent of the teachers indicated that there should be no restrictions on the negotiability of class size. [99:293-294]
- Fifty-seven percent of the teachers in school systems with a negotiated provision on class size reported that the contractual language had caused problems. Difficulty in interpreting the language of the contract and lack of classroom space were identified as the most significant problems. [99:294]
- Eighty percent of the teachers in school systems without a negotiated provision on class size reported that class size had caused problems, specifically, that wide variations in class size existed among different subject areas and grade levels (reported as the most significant problem associated with class size) and large classes impeded individualized instruction. [99:295]
- Three fourths of the teachers reported that the contract language on class size either fully or partially satisfied their goals. [99:295]
- More than three fourths of the teachers said that their school administrators were abiding by the class size provisions in their negotiated agreement. [99:295]
- Questionnaire responses indicated that teachers were more concerned with individualizing instruction than with reducing their workloads or protecting their jobs in pressing for class size demands. [99:297]
- Forty-two percent of the teachers characterized class size as an issue of "professional concern," 31 percent perceived class size as a working condition, and 26 percent saw it as a combination of these two categories. [99:300]
- More than half of the responding teachers said that the most effective way of dealing with class size was through collective bargaining, one-third said the issue would be handled best through faculty-administration study committees, and 13 percent favored a combination of these two methods. [99:300]
- More than half of the teachers reported that informal faculty-administration discussions regarding class size had taken place. One third of the teachers said that these discussions were productive to a limited degree, one-fourth indicated that they were not productive at all, and no teachers said that these discussions were very productive. [99:298]

Arbitration Awards

When the collective negotiations process between the teachers' and the school board's bargaining representatives reaches an impasse, three procedures are commonly used to help solve the dispute:

- mediation
- fact-finding
- arbitration

Mediation.--The parties may voluntarily decide to enlist the services of a neutral third-party in order to get advice, suggestions, and interpretations on the question in dispute. Two conditions are necessary--the parties must still be talking to each other at this stage and the mediator must be able to interact effectively with both parties. The parties may choose a person acceptable to both of them as mediator, or a mediator may be appointed by a state agency, the American Arbitration Association, the Federal Mediation and Conciliation Service, or another agency. The mediator usually confers with each party separately, hoping to help them reach a mutual agreement by discovering some base for possible agreement. Mediators have been compared to marriage counselors, since they try to assist the two parties to return to the bargaining table and voluntarily reach a mutual understanding. [39:6,23; 97:57-59]

Fact-finding.--Another method used toward impasse resolution is fact-finding, sometimes known as advisory or non-binding arbitration. This procedure can be employed after an unsuccessful attempt at mediation. In states where collective negotiations are mandated by law, fact-finding may also be legally required. Fact-finders may be either an individual or a three-person panel, most often composed of one person chosen by each party; they in turn choose a third person as chairperson. In a formal hearing conducted without interruption from the opposing party, each party submits evidence supporting its case and provides the rationale behind its position. The fact-finder(s) then studies the positions and identifies the factual issues, describing possible settlements or recommending what in his or her opinion is a just solution to the dispute, depending on the prior instructions agreed to by the parties. If the parties have not reached an agreement after a certain period of time, the recommendations may be disclosed publicly. Fact-finding recommendations are not binding on either party. [39:4,23; 97:59-62]

Arbitration.--In contrast to mediation and fact-finding, arbitration seeks to produce a definite settlement to an impasse (an "award") which both parties are bound to accept. Arbitration commonly takes two forms. *Interest* arbitration is concerned with unresolved issues relating to the substantive terms and conditions to be included in a collective bargaining agreement. *Grievance* or *rights* arbitration normally involves a dispute which occurs during the life of a collective bargaining

agreement and relates to the interpretation or application of the agreement. [84:103-104] Forms of arbitration most frequently encountered are: voluntary binding arbitration, compulsory binding arbitration, and final offer arbitration.

Voluntary binding arbitration follows procedures similar to fact-finding. Unlike fact-finding, in which the parties take the arbitrator's settlement back to the bargaining table where it must be ratified like the general negotiation agreement, voluntary binding arbitration calls for each side to agree with the arbitrator's settlement before the parties know what the decision will be. [97:62-63]

Compulsory binding arbitration, although rare in the United States, legally requires the parties to submit disputes that collective bargaining efforts cannot resolve to binding arbitration. Under this form of arbitration, legislation forces the parties to accept a settlement. [97:63-64]

Final offer arbitration allows the arbitrator to produce a settlement based on the final offers made by the parties. When an impasse is reached, an arbitrator is selected or appointed as in a fact-finding procedure. In one variation of final offer arbitration, the arbitrator has one function--to choose between the last best offer made by the employee representatives and the last best offer made by the school board's representatives. Neither compromise nor deviation from either of these two "packages" is allowed. [97:64-66] Another form of final offer arbitration (the "issue-by-issue" variety) calls for the arbitrator to choose the best offer on an issue-by-issue basis from among the alternatives proposed by the parties, rather than selecting an entire package. [7:187; 100:11]

The arbitration process has been used in the settlement of many impasse disputes involving differences between management and teacher representatives over class size and pupil-teacher ratio. A number of such disputes have been referred to arbitrators affiliated with the American Arbitration Association (AAA). The following are summaries of arbitration awards involving disputes over class size and staffing ratios in five states that were settled by arbitrators affiliated with AAA and that have been reported in *Arbitration in the Schools*.

CONNECTICUT

CLASS SIZE INCREASES DUE TO BUDGET REDUCTIONS FOUND TO VIOLATE CONTRACT

Trumbull Board of Education and Trumbull Education Association, 76-AIS-23, March 25, 1976. The negotiated agreement between the Board and the Association contained a provision which set a class size goal of 28 students per class for grades 1-12. After the school system's budget was cut, forcing reductions in faculty, the Board unilaterally decided to make 32 students per class the maximum class size. This resulted in four sixth grade classes being reduced to three, with an average class size of 32 students. The Association argued that the Board was not trying to maintain a maximum of 28 students as the class size goal, as stipulated by the contract. The Board justified its action by claiming that budgetary restrictions forced its decision. Arbitrator Alfred B. Clark ruled that the Board violated its contract with the Association and that financial considerations "cannot be regarded by the Arbitrator as a basis for ignoring its 1974-77 contractual commitment."

Connecticut (Continued)

CLASS SIZE INCREASES NOT A VIOLATION OF CONTRACT, WHICH PROVIDES FOR DESIRED, RATHER THAN MANDATORY, STANDARDS: DESIGNATION OF SLOW-LEARNING CLASS

Board of Education of Ridgefield and Ridgefield Teachers Association, 94-AIS-14, August 4, 1977. A dispute arose between the Board and the Association over a contract provision regarding class size maximums, which stated that the Board must put forth a "reasonable effort" to obtain a desired maximum of 25 students in regular classrooms and 15 students in slow-learning classes. Even though the Board scheduled 30 students to a regular English class and 18 students to a slow-learning class, arbitrator James V. Altieri ruled that the Board did not violate the contract, since the contract set forth desired, rather than mandatory, standards.

The Board originally tried to abide strictly by the contract by scheduling a maximum of 15 students to the slow-learning class. However, it was shown that the Board increased the number of students in the slow-learning class when a teacher had to be transferred from the slow-learning class to a regular class and when it became impossible to schedule additional class periods because classrooms were already at full capacity. Therefore, the Board was able to argue successfully that if class size maximums were met for the classes in question, problems would develop elsewhere.

The Board also attempted to argue that the class of 18 students was not in reality one for slow learners and should be bound by the 25 student maximum for regular classes. Here Altieri ruled against the Board saying that, although the contract did not specifically define "slow learner," students "who by the criteria employed in the school by the English Department had been placed in the '00' [slow-learning] class were 'slow learning students' within the meaning of the [class size provision]."

NEW JERSEY

LARGE GROUP LECTURES IN COLLEGE ACCOUNTING AND SCIENCE CLASSES PERMISSIBLE UNDER PAST PRACTICE

Gloucester County College and Gloucester County College Federation of Teachers, 74-AIS-14, December 9, 1975. Arbitrator John M. Malkin ruled in favor of the College in a dispute in which the Federation argued that the class size policy of "limit[ing] pupil load per faculty member to a reasonable size, while at the same time encouraging sound innovation" had been violated. The College scheduled large group lectures for the first hour of three contact hour classes in accounting and science. Evidence presented indicated that the Federation had not charged the College with breaching the contract earlier when lectures involving 190 to 200 students had met previously in nursing, art, and psychology. Therefore, the College was under no obligation to negotiate a change in the accounting and science classes with the Federation.

The College claimed that, in attempting to limit the size of these classes, the Federation was trying to achieve through arbitration what it could not do through bargaining, namely to set a class size limit. Yet the arbitrator said that the College "should have made an effort" to negotiate with the Federation, even though it was not contractually obligated to do so.

NEW YORK

EXCEEDING COLLEGE CLASS SIZE WITHOUT PROPERLY WEIGHING SUGGESTIONS REJECTED

Genesee Community College and Genesee Faculty Association, 73-AIS-11, November 13, 1975. Louis Yagoda, the arbitrator, ruled that the College had violated the contract clause on class size ("the college will attempt to limit class size to the number recommended by the Division Chairman, subject to final approval by the Dean of Instruction") when it did not limit English composition classes to 22 students, as suggested by the Chairman of the Humanities Department. Since the spring semester had ended, the arbitrator directed the College to cease and desist from such a posture in the future.

The Association argued that English composition classes had always been limited to 22 students. The Dean was not bound by this past practice, however, because the contract stipulated that only past practices "relative to matters not subject of this Agreement ... shall remain in full force and effect." The contract also provided that "the ideal class size varies from one academic discipline to another." However, the Association argued, and Mr. Yagoda agreed, that the Dean at least should have considered the Chairman's recommendation for limiting class size. Making no attempt to relieve the situation by scheduling additional sections for the composition class, the Dean rejected the Chairman's suggestion and took action to keep the class size at the higher level.

PROVISION CALLING FOR "ULTIMATE GOAL" DOES NOT IMPLY SPECIFIC CLASS SIZE MAXIMUMS

Gloversville School District and Gloversville Teachers Association, 74-AIS-1, January 15, 1976. A dispute between the School District and the Association arose over language used in the teachers' contract which stated that "the ultimate goal for the School District will be to maintain a manageable and realistic class size." Due to an "unanticipated cohort of 2nd grade students who are now in the 4th grade," the District contended that it had not violated the contract when three fourth-grade teachers were scheduled with oversize classes. Since the contract noted an "ultimate goal" without reference to definite numerical limitations on class size, John Drotning ruled in favor of the District.

The Association also charged that the District did not make every effort to reduce class size. Even though paraprofessionals were hired, the Association claimed that they could perform only in a clerical capacity. However, evidence presented at the hearing indicated that the District had succeeded in reducing class size since 1969, when the first contract was negotiated. In addition, the District had tried to help teachers in a number of other ways, e.g., by removing problem children from their classes, transporting other children to different schools, or at times, re-allocating students in large classes.

USE OF "REASONABLE EFFORT" TO MAINTAIN CLASS SIZES UPHOLD

Bolivar Board of Education and Bolivar Teachers Association, 77-AIS-18, April 5, 1976. John Drotning again served as arbitrator in a proceeding involving the Bolivar Board of Education and the Bolivar Teachers Association. Deciding for the Board, he found that the District did not violate contract language which required it to make "a reasonable effort to maintain current practices regarding teacher planning time and teacher-student load." The District scheduled a kindergarten teacher for more pupils than she had had the previous year. But by using a teacher aide to take over some of the students, the District tried to help amend this situation. However, the teacher filed a grievance against the District before she tried the new arrangement. Although even with the help of an aide

New York (Continued)

the teacher's class was still larger than the previous year's, Drotning ruled that "an unsuccessful effort in the eyes of the Association is not sufficient reason for the Arbitrator to find that the District violated [the agreement] by acting in an unreasonable manner."

CLASS SIZE MAXIMUMS MUST BE FOLLOWED UNLESS ADDITIONAL FACILITIES ARE UNAVAILABLE

Board of Education of Clarkstown and Clarkstown Teachers Association, 83-AIS-21, August 19, 1976. The Board and the Association were involved in arbitration over a dispute when three sixth grade classes exceeded a contractual provision declaring that "facilities permitting the average class size per building shall be 25 with a maximum class size of 29." The Board was not allowed, under the terms of the agreement, to decide whether or not using space for one class would be more helpful than having the space used to maintain the class size limit. Daniel House, the arbitrator, ruled that there was no evidence of any different meaning implied in the phrase "facilities permitting." Thus he held that the Board had to provide the class size maximums and averages per building as stated in the agreement "unless there could be no facilities provided to meet the minimum." The Board was told to "cease and desist" from further scheduling of this type.

SPECIAL SUBJECT TEACHERS, AS WELL AS REGULAR TEACHERS, COVERED BY CLASS SIZE PROVISION

Yonkers Board of Education and Yonkers Federation of Teachers, 93-AIS-1, July 19, 1977. The Federation charged that the Board of Education violated the class size provision of the teachers' negotiation agreement by assigning art, music, physical education, and library teachers to instruct double classes (i.e., two full classes rather than one). Ruling for the Federation, George Nicolau noted that the class size contract provision made no distinction between regular and special subject classes. Moreover, special subject teachers had always been assigned the classes of the regular teachers. Therefore, he refuted the Board's contention that special subject teachers were not covered by the provision.

The Board failed in its argument that an item dealing with "recitation class space" which was included in the class size provision did not apply to special subject teachers since their classes were not held in regular classrooms. The arbitrator ruled that the "recitation class space" clause meant only that recitation classes could not be held in non-recitation class space.

The Board also contended that special area classes exceeded class size maximums on different occasions during the year without complaint from the Federation. Nicolau dismissed this argument saying that these special occasions (chorus, Field Days, and school plays) had no impact on the present question because they were outside the children's "regular program," the subject of the immediate dispute.

ENHANCING THE QUALITY OF EDUCATION MUST NOT PRECLUDE COMPLIANCE WITH CLASS SIZE CONTRACT PROVISION

Watervliet Enlarged School District and Watervliet Teachers Association, 92-AIS-8, July 29, 1977. The District and the Association agreed in their contract to establish a goal of 20 students per class in the elementary grades. The Association charged that the District's budget moved away from this goal by failing to provide enough teachers to approach 20 students per class--in fact, three positions were cut from the teaching staff. Nor did the District attempt to remodel a new elementary

New York (Continued)

school building which would accommodate the necessary number of classrooms. The District argued that it was providing an "educational asset more important than decreasing class size" when it rescheduled secondary-level classes and added elementary-level special subject teachers instead. Arbitrator Elizabeth B. Croft ruled that enhancing the quality of education cannot substitute for complying with the provisions of the contract, which placed the burden of complying with the class size goal on the District.

EXCEEDING STATED CLASS SIZE MAXIMUMS A VIOLATION OF CONTRACT (MANDATORY LIMIT V. PERMISSIVE GOAL)

Pleasantville Union Free School District and Pleasantville Teachers Association, 96-AIS-6, August 23, 1977. The class size contract provision between the District and the Association stated that "the maximum class size shall be twenty-five (25) pupils per teacher." In scheduling three first grade classes and three fourth grade classes above this limit in school year 1976-77, the District contended that the clause provided only policy guidelines, not a mandatory maximum. The District also argued that the contract language permitting "reasonable deviations from this limit may be required by limitations in staff and building facilities" allowed its scheduling classes greater than 25, but less than 30, pupils. To support its stance, the District claimed that it lacked money and personnel to establish additional classes; that splitting up classes in mid-year would be educationally unsound; and that, in settling a 1972 dispute, the Association's representative had said that class sizes of between 26 and 29 pupils could be considered as "reasonable deviations" from stated limits.

In ruling that the District had violated the provision's class size maximum, arbitrator Max M. Doner instructed the District to comply with this clause in school year 1977-78. He found that the District had not acted in bad faith in scheduling classes because there was an honest difference of opinion in its interpretation of the contract language. Thus, Doner did not order a retroactive award for the 1976-77 school year. However, the arbitrator said that, according to contract language stating that "whenever the number of students in any grade level would allow the creation of another class section so that the average class size is not less than twenty (20) students, an additional class should be created," the District should have scheduled an extra first grade class for school year 1976-77. Available classroom space existed at that time, though not extra staff. Thus, the District was obligated to hire additional teachers. However, the arbitrator indicated that scheduling another fourth grade class at mid-year was educationally "inappropriate."

LINK BETWEEN CLASS SIZE AND ACCIDENTS IN INDUSTRIAL ARTS CLASSES REJECTED

Rush-Henrietta Central School District and Rush-Henrietta Educators Association, 93-AIS-7, August 29, 1977. A dispute between the District and the Association centered on the issue of class size and safety. The average size of industrial arts classes rose from 17 to 21 students per class in school year 1976-77. The Association tried to prove that the increased number of students in these classes was related to a number of accidents, thus violating the teachers' contract provision which stated that "the size of any class . . . shall not exceed the number that can efficiently and safely use the facilities available."

Both groups agreed that in 1976-77 the number of accidents per class section did increase; however, because more students were enrolled, the per capita accident rate decreased. The arbitrator, John Drotning, ruled that these changes were "statistically insignificant" and that it was "impossible

New York (*Continued*)

to conclude" that the increased number of students in each section was a major factor in influencing the injury rate. Although a report conducted by a professional engineer on the industrial arts classroom and presented by the Association was found to be excellent (and one which both parties should examine), it failed to persuade the arbitrator that the maximum size of an industrial arts class should be 18 students.

"REASONABLE EFFORT" NOT MADE TO MAINTAIN CLASS SIZE MAXIMUM: GRIEVANCE NOT MOOT ONLY BECAUSE SCHOOL YEAR ENDED WITHOUT AGREEMENT

Bayport-Blue Point Board of Education and Bayport-Blue Point Education Association, 97-AIS-16, December 23, 1977. The contract called for a maximum class size of 24 pupils, with a provision that a "reasonable effort" must be undertaken to keep kindergarten classes to no more than 10 percent above this figure. The grievant charged that she had 28 and 27 pupils in her two classes at the beginning of the school year. She filed a grievance but withdrew it in October when the class with 28 pupils was reduced to 27. Both of her classes were increased to 28 in December and she filed a new grievance. By June, the teacher had 25 pupils in one class but still had 28 pupils in the other.

Early in the year, the principal recommended that one pupil in the class of 28 be transferred to a class containing 26 pupils. However, this action never took place. Arbitrator Samuel Ranhand ruled that, by ignoring a solution within its scope of authority and guidelines of the contract, the District did not make a reasonable effort to comply with the provision. Because the contract specifically stated that class size deals with a specific number of pupils per teacher, the overall average class size of all sessions was not at issue. Even though an aide was assigned to the grievant, this did not change the District's responsibility to uphold the provision on class size.

In another ruling, the arbitrator found that a class size grievance was not rendered moot solely because the school year had ended with the parties still unable to reach agreement. Moreover, the District was unpersuasive in contending that the Association failed to pursue the grievance diligently when evidence was presented showing that the Association had conferred with the principal a number of times on this matter.

DEAN'S AUTHORITY TO MAKE FINAL DECISION ON CLASS SIZE UPHELD

Onondaga Community College and Onondaga Community College Federation of Teachers, 93-AIS-3, January 12, 1978. The contract between the College and the Federation stated that "class sizes shall be determined by consensus of the department and the registrar, subject to approval of the appropriate dean." When the administration decided to increase the number of classes offered in remedial English, setting a limit of 15 students per class, it increased the class size in the regular freshman English class from 20 to 22 students. The administration took this action "in order to meet the state mandated ratio of 18.5 students per class." The English Department objected to this increase and the Federation contended that the College had violated the contractual provision. Arbitrator Thomas N. Rinaldo interpreted the clause to mean that the dean has the final authority over class size decisions when the department and the registrar cannot agree. Thus, the arbitrator upheld the academic vice president's decision to increase class size, an action within the managerial domain.

PENNSYLVANIA

CLASS SIZE INCREASES FROM STUDENT TRANSFERS, RATHER THAN SCHEDULING, NOT A VIOLATION OF CONTRACT

Scranton School Board and American Federation of Teachers, Local 1147, 98-AIS-9, January 6, 1978.

The Board combined three fifth grade classes, where enrollment had declined, into two classes of 29 and 30 pupils at the beginning of the second semester. Two sixth grade classes also were combined into one class containing 30 pupils. Due to students transferring into these classes, class sizes were greater than 30 in all three of these classes later in the semester.

The agreement between the Board and the Federation held that the Board must "not arbitrarily [increase] the class size beyond a maximum of thirty (30) pupils." In this case, class sizes were 30 or less before the transfers occurred, but exceeded 30 pupils after the transfers. Arbitrator Lawrence T. Holden, Jr. ruled that when these classes exceeded the limit of 30 pupils per class as a result of student transfers and not the Board's scheduling, the Board had not acted arbitrarily. Since "it was normal for pupil enrollment in any given class to fluctuate by one to three pupils per year," adding one or more students to classes was not considered an arbitrary action. Moreover, the Board had assigned a teacher aide to assist the two fifth grade teachers.

The Federation also contended that the increased class sizes had resulted in pupil groupings not "in conformity with sound educational practice." This charge was not upheld because the consolidations had a minimal effect, occurring at the beginning of a new semester.

RHODE ISLAND

EXCEEDING CLASS SIZE MAXIMUMS VIOLATION OF CONTRACT, DESPITE EXCEPTIONS

Woonsocket School Committee and Woonsocket Teachers Guild, 74-AIS-11, November 17, 1975. A dispute between the School Committee and the Teachers Guild arose over classes that exceeded the maximum stipulated in the teachers' contract. When the Committee scheduled third and fourth grade classes ranging from 29 to 32 pupils, arbitrator Peter R. Blum ruled that it had violated the agreement which had set maximum class size at 25 pupils in elementary classes. The Committee argued that the contract included three instances when class size could legitimately exceed the stated maximum. The arbitrator discounted one of these presented, lack of available space, when it was shown that available space existed in a nearby school and in another close by where rooms were used for non-teaching purposes. Since forcing the Committee to return to the stated maximum at the time of the decision would have complicated scheduling procedures, Blum instructed the Committee to "stay within the contract limitation where applicable when assigning students for the 1976-77 school year."

In the same proceeding the Committee contended that it did not break the agreement since it had acted in good faith when it scheduled more students than the contractual maximum allowed. Used to support its position was a prior arbitration ruling that decided in favor of the Committee when it exceeded the maximum after acting in good faith. Nevertheless, Blum rejected this argument saying that the earlier decision had no bearing on the present case.

Rhode Island (Continued)

CLASS SIZE INCREASES DUE TO BUDGETARY REDUCTIONS VIOLATION OF CONTRACT

Coventry School Committee and Coventry Teachers Alliance, 94-AIS-13, September 1977. The Alliance sought to remedy situations where classes exceeded the contractual limit of 25. The only exception to this limit, as expressed in the negotiated provision, was in cases of inadequate classroom space, not for a lack of teachers to maintain the stated pupil-teacher ratio. The Alliance was able to show that the school system had space that was not being used. Moreover, it made no difference in this instance that funds for hiring extra teachers had been turned down at a town meeting. Arbitrator Peter R. Blum ordered the Board to pay \$150 to every teacher with a class of more than 25 students, no matter how large or for what length of time the situation existed. It was thought that the amount of \$150 would sufficiently impress upon the Board the need to obey the contract. More money could have been awarded through a formula, but it was decided that, in the best interest of the parties' future relationships, a flat figure would be a better solution.

From the arbitration proceedings summarized above, the importance of contractual language becomes apparent. In a speech presented in a collective negotiations clinic at the 1976 annual convention of the American Association of School Administrators, Fred Lifton, a Chicago labor lawyer and contract specialist, reminded school officials of a simple yet salient adage--"you get what you write." [51:32] Citing disputes that arose in case after case, Lifton cautioned against ambiguous contract writing:

Watch your language. Be precise when you want to be precise. It matters whether you say, "I shall seek to do it," "I may do it," "I shall make an effort to do it," "I shall make a reasonable effort to do it," "I shall make every effort to do it," "I will do it if it's feasible," or "I'll do it except in an emergency." They each mean something different, depending upon the context. Read a grievance arbitration award whenever you can and you will begin to see the problems. You will begin to see how people dig into contract language after it's written and the extent to which that language is taken apart. The punctuation of a sentence or the location of a word in it becomes of supreme importance. Unfortunately, it doesn't usually appear so important when it is written. Furthermore, unions are required to press you in some way in order to justify their existence. Since you cannot make many economic concessions at the present time, they are likely to take issue with the contract language. Once a statement is in any contract, even the expired one, it is difficult to get it out. [51:43-44]

Decisions of Public Employment Relations Boards and the Courts

Rulings rendered by public employment relations boards and the courts on the negotiability of class size and the extent to which it is subject to arbitration have not followed a consistent pattern from state to state. Why? As an item for negotiation, class size cannot be neatly categorized purely as a policy function of the board or an item impacting only on teacher working conditions. In Connecticut, Massachusetts, and Nevada, for example, class size is a negotiable item. In Alaska, Kansas, Maine, Nebraska, and South Dakota it is non-negotiable. In Iowa and Oregon class size is a permissible item of negotiations. In Hawaii, Illinois, New Jersey, New York, and Wisconsin, the "impact" of class size on teacher working conditions is negotiable, but management retains the right to set numerical limits on class size. In Iowa compensation for teachers with classes exceeding stated maximums is mandatorily negotiable. In Pennsylvania the "impact" of class size on an individual must be weighed against its effects on the school system as a whole. In New York class size was found to be subject to arbitration, but not in Maine. Even where class size is considered a negotiable item, disputes may arise over interpretation of language in the contract.

Administrative and judicial bodies in at least 17 states have considered cases relating to various aspects of the class size and teacher bargaining question. Presented below are 31 such cases, grouped according to state.

ALASKA

CLASS SIZE AND PUPIL-TEACHER RATIO NON-NEGOTIABLE ITEMS

Kenai Peninsula Borough School District and Kenai Peninsula Borough v. Kenai Peninsula Education Association; Anchorage Borough Education Association v. Greater Anchorage Area Borough, Anchorage Borough School District; Matanuska-Susitna School District v. Matanuska-Susitna Education Association, 572 P.2d 416, 1977. In a scope of negotiations ruling involving a number of items, the Alaska Supreme Court judged that school boards must negotiate with their teachers only salary, fringe benefits, number of hours worked, and amount of leave time. The court acknowledged that class size directly affects the amount of work teachers perform. "But the determination of optimum class size is quite basic to school policy and management, and potentially has a substantial impact on the school district's personnel expenditures. A number of courts have found this to be clearly non-negotiable. [*Shawnee Mission* (Kansas, 1973), *West Irondequoit* (New York, 1974), *Seward* (Nebraska, 1972), and *Biddeford* (Maine, 1973)] [at 423] Pupil-teacher ratio also was ruled to be a non-negotiable subject of bargaining. However, the court said that "as to matters which affect educational policy and are, therefore, not negotiable, we believe that there is nevertheless implicit in our statutes the intention that the school boards meet and confer with the unions." [at 423]

CONNECTICUT

CLASS SIZE A MANDATORY SUBJECT OF NEGOTIATION

West Hartford Education Association, Inc. v. Dayson DeCourcy, et al., 295 A.2d 526, 1972. The Connecticut Supreme Court ruled that class size, teacher load, compensation of teachers for extra-curricular activities, and binding grievance arbitration were mandatory subjects for negotiation, while length of school day, school calendar, and scheduling of extracurricular activities were not. The court noted that: "class size and teacher load chiefly define the amount of work expected of a teacher, a traditional indicator of whether an item is a 'condition of employment.'" [at 537] Moreover, the court found 61 Connecticut teacher negotiation contracts that contained class size provisions and 41 that had teacher load provisions out of a statewide total of 96. Thus, "the legislative intent is clear," the court said, "that class size and teacher load are mandatory subjects of negotiation." [at 537]

HAWAII

PUPIL-TEACHER RATIO NEGOTIABLE AS IT INFLUENCES WORKING CONDITIONS, BUT MANAGEMENT RETAINS RIGHT TO SET METHODS FOR ATTAINING RATIO

In the Matter of the Hawaii State Teachers Association and the Department of Education, Hawaii PERB, October 24, 1972. As a result of this ruling, pupil-teacher ratio, a "hybrid issue," was declared a negotiable item since it influences teacher working conditions. However, it becomes management's prerogative to determine the specific method for attaining pupil-teacher ratio, since the Hawaii constitution states that "the board of education shall have power, in accordance with law, to formulate policy, and to exercise control over the public school system." [35]

ILLINOIS

"IMPACT" OF CLASS SIZE NEGOTIABLE, BUT MANAGEMENT RETAINS RIGHT TO SET CLASS SIZE LIMITS

In the Matter of Illinois Federation of Teachers, Local 919, AFT, AFL-CIO and Department of Children & Family Services, Illinois Office of Collective Bargaining, Case No. ND-1-OCB, June 26, 1975. The Federation and the Department could not agree on the negotiability of class size. The Federation contended that class size significantly affects a teacher's condition of employment and argued that class size should be a mandatory subject for negotiations. The Federation relied on the assumption that "class size and teacher load chiefly define the amount of work expected of a teacher, and [are] therefore, a condition of employment." [at 2]

The Office of Collective Bargaining (OCB) agreed that class size affects teacher work load. But class size is also a function of managerial policy making, according to the OCB, and thus is subject by state statute to the Department. It was ruled that although management may unilaterally decide on the size of classes, "it, nevertheless, has the duty to bargain over the impact of class size as it affects wages, hours and other terms and conditions of employment." [at 4]

IOWA

PUPIL-TEACHER RATIO A PERMISSIVE SUBJECT OF BARGAINING

In the Matter of Bettendorf Community School District and Bettendorf Education Association, Dubuque Community School District and Dubuque Education Association, Iowa PERB, Case Nos. 598 and 602, February 3, 1976. The Bettendorf and Dubuque school districts sought action against their respective teachers' associations for holding out during contract negotiations until certain items were included in the agreement. The districts said that the subjects in question were outside the scope of mandatory bargaining. The parties, in both instances, had progressed through mediation but not fact-finding. [45]

Of the many items under consideration, the state PERB put most into the permissive, rather than the mandatory, category of bargaining. Pupil-teacher ratio was held to be a permissive subject. The PERB cited a finding from *NLRB v. Wooster Division of Borg-Warner Corp.* (356 U.S. 342) which declared that "insistence upon inclusion of a clause relating to a permissive bargaining as a condition precedent to any agreement constitutes a *per se* refusal to bargain." Thus, the PERB ruled the associations had committed an unfair labor practice when they insisted the contract include the permissive items. [45]

PROVISION WHICH COMPENSATES TEACHERS WITH CLASSES EXCEEDING STATED MAXIMUMS A MANDATORY ITEM OF NEGOTIATIONS

In the Matter of North Polk Community School District and North Polk Education Association, Iowa PERB, Case No. 938, March 17, 1977. In a scope of negotiations case involving class size and salary, the PERB examined the following proposal made by the Association:

Hours and Load

Special Compensation: The Board retains the right to assign any number of students it so desires to a class. Should the Board choose to assign more than twenty-six (26) students per class, the employee's salary will be amended according to the following formula.

In addition to the regular contract salary, the employee shall receive the following amount for each class whose size exceeds twenty-six (26) students:

$$\frac{\text{Number of Students Over 26}}{26} \times \frac{\text{Employee's daily wage}}{\text{Number of classes}} \times \frac{\text{Number of days class meets each semester}}{\text{[at 1-2]}}$$

In determining the negotiability of this item, the PERB reviewed its past decisions relating to three kinds of provisions on class size and overload pay formulas:

- (1) a "straightforward approach to the class size issue," with the intention to establish a maximum pupil-teacher ratio. For example,

The maximum number of students per classroom area shall be _____.

As described in the *Bettendorf-Dubuque* case, this type of proposal is considered a permissive subject of bargaining. [at 2]

- (2) a two-part proposal combining a provision on maximum class size with a salary increase for teachers with more than the maximum number of students allowed. For example:

Iowa (Continued)

- A. The normal (or maximum) class size shall be _____ students per classroom.
- B. In addition to the salary received according to the salary schedule, a teacher shall receive _____ dollars for each student over the normal (or maximum) student load. [at 2-3]

In *Area IV Community College Education Association and Merged Area IV School District; Iowa Central Community College Education Association and Merged Area V School District* (PERB Case Nos. 663 and 674, 1976), the PERB found part A a permissive item and part B a mandatory item, since it was a proposal directly relating to wages. However, in *Iowa Western Community College Higher Education Association and Iowa Western Community College* (PERB Case No. 706, 1976), part B of this type of proposal was found to be permissive

on the basis that it was inseparable from the first part; that is, although primarily a wage formula, it required the pre-negotiation of normal (or maximum) class size. At the same time, we did not alter our judgment, first expressed in *Bettendorf-Dubuque*, that employee organizations may demand negotiations on wages as they relate to the workload assigned by management. [at 3]

(3) a proposal similar to the following:

Management retains the right to assign workload (class size). In addition to the salary as determined by the salary schedule, teachers shall receive an additional increment of _____ dollars for each student in excess of _____ students. [at 3]

The PERB explained its rationale for declaring this kind of proposal a mandatory subject of bargaining, as expressed in *Bettendorf-Dubuque* and *Urbandale Education Association and Urbandale Community School District; Ames Education Association and Ames Community School District* (PERB Case Nos. 880 and 897, 1977):

It does not establish a contractual maximum, or even normal, workload. It does not preclude management from assigning any number of students to a classroom. It does not infringe upon management's right to determine educational policy.

It is, rather, a wage proposal based upon workload, with the workload to be determined by management. And we cannot find, as has been urged, that workload is an unlawful basis for establishing wage rates, any more than the current practice of relating wage rates to longevity or level of educational attainment.

Further, although management may object to such a proposal because it may impact upon the right to assign, we must reject that argument. To accept that reasoning would require us to find permissive *any* wage proposal which, if adopted, would require staff reduction or realignment of personnel. Such arguments may be valid positions on the merits of a given proposal, but do not determine its negotiability. [Italics in the original] [at 4]

Therefore, in the instant case, the Association's proposal was found to be a mandatory item of negotiations.

KANSAS

"IMPACT" OF CLASS SIZE ON THE INDIVIDUAL V. EFFECT ON THE SCHOOL SYSTEM AS A WHOLE: CLASS SIZE NOT NEGOTIABLE

National Education Association of Shawnee Mission Inc. v. Board of Education of Shawnee Mission Unified School District No. 512, 512 P.2d 426, 1973. Here the Kansas Supreme Court explained that "the key to determining whether an issue is negotiable or not is an assessment of how direct an impact it has on the well-being of an individual teacher, as opposed to its effect on the operation of the

Kansas (Continued)

school system as a whole." [at 427] The court stated that this decision must be made on a case-by-case basis. It held that items such as probationary period, transfers, and teacher evaluation procedures were negotiable items; certification, curriculum and materials, use of aides and substitute teachers, and class size were not.

MAINE

ARBITRATORS EXCEEDED AUTHORITY TO SETTLE A DISPUTE OVER CLASS SIZE, AN ITEM OF MANAGERIAL PREROGATIVE

City of Biddeford by Its Board of Education v. Biddeford Teachers Association, 304 A.2d 387, 1973. The Maine Supreme Judicial Court ruled that arbitrators who had declared a binding award in settling a dispute between the Association and the Board of Education exceeded their authority under state law when they resolved questions on class size, length of the teacher work day, and scheduling and length of vacations. These issues were beyond the arbitrators' scope of authority because they dealt with educational policy rather than working conditions.

The court's reasoning behind its exclusion of class size as a working condition provides insight on the complexity of this issue:

Although the size of a class to be taught by a given teacher plainly and seriously affects teacher "working conditions," the impacts of "class size" overlap into a number of "managerial" and "policy" areas which are of substantial qualitative importance. "Class size" requirements directly involve considerations not merely of organization, supervision, direction and distribution of personnel but also of the needs for additional school building construction or other types of capital outlays, the current population trends, the appropriate use of technological developments (such as television or other electronic teaching aids) and the swings in educational philosophies and theories and the manner of their implementation.

Here, then, (1) "working conditions" features are so intimately entwined with an abundant plurality of important "managerial" and pure "policy" elements that "class size" must be deemed to be an integral complex of "educational policies" and "working conditions"--incapable of separation to allow the "working conditions" factors to be negotiated in isolation and (2) with "class size" thus treated as an inseparable unit, it cannot, as a unit, qualify for collective bargaining and binding arbitration because the weight of the "educational policies" factors contained in it are sufficiently heavy to override the impacts upon the "working conditions" of teachers. [at 420]

ARBITRATOR EXCEEDED AUTHORITY TO SETTLE CLASS SIZE DISPUTE, CONTRARY TO CONTRACTUAL PROVISION

Superintending School Committee of the City of Portland v. Portland Teachers' Association, 338 A2d 155, 1975. In this case, the Supreme Judicial Court ruled against an arbitrator's decision in resolving a class size dispute. The arbitrator exceeded his authority, the court said, by requiring the parties to meet and negotiate on the impact of the Committee's unilateral increase in class size when the contract provision covering class size indicated:

Nothing in this Article shall be construed to be a contractual obligation on the part of the Committee.

This Article shall not be subject to the grievance procedure contained herein. [at 157]

MASSACHUSETTS

CLASS SIZE AND TEACHING LOAD NEGOTIABLE ITEMS

Boston Teachers Union, Local 66, American Federation of Teachers (AFL-CIO), et al. v. School Committee of Boston, et al., 350 N.E.2d 707, 1976. In December 1972 the School Committee, on order from the mayor of Boston, ordered the superintendent of schools to discontinue hiring substitute teachers due to financial problems associated with the school system's budget. The negotiated agreement between the School Committee and the Union contained a provision that said: "It is the policy of the Committee that substitutes shall be hired to cover classes of regularly assigned teachers when they are absent." The contract also provided for certain class size maximums. After substitute teachers were no longer hired, class sizes exceeded these negotiated limits. The Union filed a grievance and the case proceeded to arbitration. The arbitrator ruled in favor of the Union and the School Committee sought to vacate the arbitrator's award. A lower court upheld the award and the judgment was appealed to the Massachusetts Supreme Judicial Court. The School Committee argued that hiring substitute teachers and class size are non-negotiable items and so the provisions in the Union's negotiated agreement in these areas could not be enforced. However, the court ruled that class size, teaching load, and hiring substitute teachers are proper subjects of collective bargaining.

NEBRASKA

CLASS SIZE ENTIRELY WITHIN MANAGEMENT PREROGATIVE

School District of Seward Education Association v. School District of Seward, 199 N.W.2d 752, 1972. In this case, the Nebraska Supreme Court upheld a decision rendered by the Nebraska Court of Industrial Relations in which a school district was ordered to negotiate salaries and conditions of employment with its teachers. The court observed that:

Generally, teacher organizations have given the term 'conditions of employment' an extremely broad meaning, while boards of education have tried to restrict that term to preserve their management prerogatives and policy-making powers. While there are many nebulous areas that may overlap working conditions, boards should not be required to enter negotiations on matters which are predominantly matters of educational policy, management prerogatives, or statutory duties of the board of education. . . . Without trying to lay down any specific rule, we would hold that conditions of employment can be interpreted to include only those matters directly affecting the teacher's welfare. Without attempting in any way to be specific, or to limit the foregoing, we would consider the following to be exclusively within the management prerogative: The right to hire; to maintain order and efficiency; to schedule work; to control transfers and assignments; to determine what extracurricular activities may be supported or sponsored; and to determine the curriculum, class size, and types of specialists to be employed. . . . With this public policy in mind, school districts and teacher associations should negotiate in good faith within the ambit of their respective responsibilities. [at 759-760]

NEVADA

CLASS SIZE A NEGOTIABLE ITEM

Clark County School District v. Local Government Employee-Management Relations Board; Washoe County Teachers Association v. Washoe County School District, 530 P.2d 114, 1974. Two cases which sought to determine the negotiability of certain items relating to wages, hours, and working conditions were combined and sent to the Nevada Supreme Court. In a December 1974 ruling, the court stated that under an EMRB standard, the nine items in question were subject to negotiation and did not encroach on management prerogative:

- class size
- teacher load
- daily classroom preparation time
- professional improvement
- student discipline
- school calendar
- teacher performance
- differentiated staffing
- instructional supplies

The court restated the position of the EMRB, in upholding its previous ruling:

The EMRB found this proposal negotiable on the ground that class size is significantly related to wages, hours, and working conditions inasmuch as student density directly affects a teacher's workload including the required hours of preparation and post-class evaluation; affects the teacher's control and discipline problems; affects the teacher's teaching and communication techniques; and affects the total amount of work required for a fixed compensation. [at 118]

NEW JERSEY

"IMPACT" OF CLASS SIZE ON WORKING CONDITIONS MANDATORILY NEGOTIABLE: CLASS SIZE MAXIMUMS PERMISSIVELY NEGOTIABLE

In the Matter of Rutgers, the State University and Rutgers Council of American Association of University Professors Chapters; Rutgers Council of American Association of University Professors Chapters and Rutgers, the State University, New Jersey Public Employment Relations Commission, No. 76-13, January 23, 1976. The PERC issued a ruling on 15 disputed contract demands between Rutgers and the university's chapter of AAUP involving scope of negotiations. One of the AAUP's demands sought to require that: "policies promulgated by the Administration on course combination and class size that affect the terms and conditions of employment of members of the bargaining unit shall first be negotiated with the AAUP." In declaring this item not mandatorily negotiable, the PERC explained that:

The AAUP is attempting to establish an obligation on the part of the University to negotiate (and possibly even agree) regarding decisions which we find to be basic educational decisions not subject to the negotiations duty. However, as the AAUP points out, such decisions do frequently impact upon unit members in a variety of ways including work load and, to this extent, the impact upon terms and conditions of employment of unit members is a required subject of negotiations. The actual decision, however, is only a permissive subject of collective negotiations. [at 24-25]

New Jersey (Continued)

"IMPACT" OF CLASS SIZE ON WORKING CONDITIONS MANDATORILY NEGOTIABLE: CLASS SIZE
MAXIMUMS PERMISSIVELY NEGOTIABLE

In the Matter of Board of Trustees of Middlesex County College and Local 1940, American Federation of Teachers, (AFL-CIO); Local 1940, American Federation of Teachers, (AFL-CIO) and Board of Trustees of Middlesex County College, New Jersey PERC, No. 78-13, September 9, 1977. The Board and the Federation disagreed on the negotiability of a number of items, which the Federation proposed as changes from an expired contract or which the College said were permissively negotiable and thus could be deleted from the contract without renegotiation. The Public Employment Relations Commission ruled that setting a maximum class size of 10 students in clinical supervision groups and limiting laboratory sections to a fixed number of students were permissive subjects of negotiations. "The impact or effect upon terms and conditions of employment of decisions relating to class size" was held to be a mandatory subject of negotiations. [76]

NEW YORK

WEIGHTED STUDENT-CONTACT MINUTES, BASED ON CLASS SIZE, HOURS OF WORK, AND NUMBER
OF TEACHING PERIODS, A NEGOTIABLE ITEM

In the Matter of Yorktown Faculty Association and Yorktown Central School District, New York PERB, May 13, 1974. The Association included a number of items during negotiation proceedings that the District considered not mandatorily bargainable. Among these items included a maximum limit of 22,000 weighted student-contact minutes per week, based on a calculation taking class size under consideration. An impasse occurred and the question was taken to fact-finding. [63]

At the request of the fact finder, some of the demands considered negotiable by the District were not submitted for consideration. But the fact finder agreed to consider the Association's demands which the District already had considered non-negotiable. The District then reiterated its position after replying to the demands on their merits. After the fact-finding report was issued, the Association and the District still could not agree and both groups filed a complaint with the state PERB. Both parties rejected a decision by a hearing officer of the Board and the case was taken by the full PERB. [63]

Since the provision for weighted student-contact minutes per week was computed on hours of work and the number of teaching periods (which are mandatorily bargainable) in addition to class size, the PERB ruled for the Association and found this item negotiable. However, the Board charged the Association with refusal to negotiate in good faith when it insisted that the fact finder consider other items not mandatorily negotiable. [63]

"IMPACT" OF CLASS SIZE MANDATORILY NEGOTIABLE; SETTING NUMERICAL LIMITS ON CLASS
SIZE NOT NEGOTIABLE

West Irondequoit Teachers Association, et al. v. Helsby, et al., 315 N.E.2d 775, 1974. During negotiations for school year 1970-71 between the Association and the West Irondequoit Board of Education, the Association submitted a proposal which would have set class size limits at 20 for kindergarten and first grade and 25 for grades two through six. The Association also proposed that the teacher and building principal would have to agree to any increases beyond these limits, with disagreements

New York (*Continued*)

subject to the grievance procedure. The Board did not agree to this position, but proposed that the parties should further examine the relationship between effective learning and class size. The Board also said that it needed to maintain administrative flexibility in scheduling class sizes and teacher loads to allow for program diversity and innovation and equitable arrangements among teachers. The Board stated that it would consider the guidelines set by the New York State Teachers Association during planning for the 1971-72 school year. The Board recognized that "Excessive class size or teacher load may affect the emotional or mental well-being of the teacher."

The Association charged that the Board had failed to bargain in good faith; the Board contended that class size was not a term and condition of employment and thus not mandatorily negotiable.

A hearing examiner of the New York Public Employment Relations Board ruled in favor of the Association, saying that class size had a significant impact on teacher working conditions and no relationship to forming educational policy. However, the full PERB held that the determination of numerical class size limits is not a negotiable item for bargaining, but that the "impact" of class size on teacher working conditions is mandatorily bargainable. The Appellate Division, Third Department, of the state Supreme Court [346 N.Y.S.2d 418, 1973] upheld the PERB decision. The case was brought before the Court of Appeals which also affirmed the lower court and the PERB ruling, offering the following example:

The decision, whether, say, sections of the fourth grade should contain 25, 28, or 32 pupils is a policy decision and not negotiable; whereas whether the teachers responsible for the section are to receive varying consideration and benefits depending on the ultimate size of each section as so determined is mandatorily negotiable as a condition of the employment. [at 778]

The court's example notwithstanding, some educators have differed in their interpretations of the *West Irondequoit* decision:

A representative of the New York City School Board [said], "The ruling apparently means that if this board chose in the future not to negotiate on class size, it would not be violating the law." But a spokesman for the city's United Federation of Teachers maintain[ed], "This decision does not mandate that class size be taken out of negotiations. The UFT feels this is a subject for negotiation." [15]

ARBITRABILITY OF CLASS SIZE DISPUTE UPHELD

Susquehanna Valley Central School District at Conklin v. Susquehanna Valley Teachers' Association, et al., 339 N.E.2d 132, 1975. The Susquehanna Valley Central School District appealed a lower court ruling that compelled the District to arbitrate a class size dispute. The grievance arose when the Association claimed a staff reduction in the 1973-74 school budget violated provisions in the negotiated contract that had stabilized average class sizes and staff size. The agreement also stated that two additional teachers would be hired for that school year. The Association demanded arbitration and sought reinstatement of the abolished positions. The District contended that setting staff size is not arbitrable because it is an exclusive managerial function, as a matter of law and policy.

The Court of Appeals rejected the District's claim saying:

Public policy, whether derived from, and whether explicit or implicit in statute or decisional law, or in neither, may also restrict the freedom to arbitrate. School matters are but one example; indeed, matters affecting marriage, child custody, and the like, are not subject to unbridled arbitrability, as might be the case in a private building construction agreement ...

New York (Continued)

Key to the analysis is that the freedom to contract in exclusively private enterprises or matters does not blanket public school matters because of the governmental interests and public concerns which may be involved, however rarely that may ever be. In this case, however, it has not been shown and it does not appear that there is any restrictive policy, however derived, limiting the freedom to contract concerning staff size. [at 133-134]

After discussing the rulings of two previous cases (the *West Irondequoit* decision and *Board of Education of Union Free School District No. 3, Town of Huntington v. Associated Teachers of Huntington*, 282 N.E.2d 109), the court affirmed the lower court's decision and declared that "the board of education was always free to bargain voluntarily about size and was also, therefore, free to agree to submit to arbitration disputes about staff size." [at 134] The case was ordered to arbitration.

ARBITRABILITY OF CLASS SIZE REJECTED

Board of Education, Somers Central School District v. Somers Faculty Association, New York Supreme Court, Westchester County, No. 684/75, February 20, 1975. The question in this case dealt with the arbitrability of class size. In September 1974, the superintendent increased the number of pupils in certain classes beyond the maximum recommendations in the collective bargaining agreement. But since the agreement between the two parties gave the superintendent (1) final decision in reviewing exceptions to recommended class sizes and (2) authority over decisions made by an arbitrator, the court ruled that an increase in class size was excluded from arbitration.

DISPUTES OVER CLASS SIZE PROVISIONS VOLUNTARILY MADE MAY BE SUBJECT TO ARBITRATION

In the Matter of Board of Education, Greenburgh Central School District No. 7 v. Greenburgh Teachers Federation, Local 1788, of the American Federation of Teachers, AFL-CIO, 381 N.Y.S.2d 517, 1976. The Federation filed a grievance against the Board stating that the sizes of high school science and physical education classes were in excess of limits contained in the collective negotiations provision on class size. The case went to arbitration. The arbitrator ruled in favor of the Federation in June 1975 and instructed the Board to "cease and desist" from future violations.

The Board petitioned the decision and in October 1975, the New York Supreme Court, Westchester County, vacated the award made by the arbitrator, reasoning that the award violated public policy and that the "impact" of class size on teacher conditions was not involved. On appeal from the Federation in March 1976, the New York Supreme Court, Appellate Division, Second Department, disagreed with the earlier court's ruling. In confirming the arbitrator's award, the court explained that

a board may not be compelled to negotiate as to the issue of class size, but there is certainly no bar to voluntary negotiations thereon if the board is so inclined. Having voluntarily agreed to the inclusion of a class size provision in its agreement, the board was also, therefore, free to agree to submit disputes about class size to arbitration. [at 518]

New York (Continued)

CLASS SIZE GRIEVANCE SUBJECT TO ARBITRATION, MANAGERIAL PREROGATIVE AND "ECONOMIC NECESSITY" NOTWITHSTANDING

In the Matter of the Application of the Board of Education, Harrison Central School District for an Order Restraining Arbitration Attempted to Be Had by the Harrison Association of Teachers, New York Supreme Court, Westchester County, No. 03782-76, May 26, 1976. In an attempt to stay arbitration over a class size provision included in its contract with the Association, the District went before the New York Supreme Court, Westchester County. The court ruled that a school district may be forced to arbitrate a grievance of the Association over a class size provision, even though the District claims that class size is so connected with its power to terminate an employee's service for economic reasons that any provision in the contract prohibiting the use of this power is void because it violates public policy. [23]

The District also alleged that the contract provisions relating to class size were not voluntarily negotiated, since they were agreed to under the duress of a teachers' strike, and thus unenforceable. The court rejected this argument, saying:

The Court doubts that this is a form of duress which would render such provisions voidable. The consequences of such a rule would be to render collective bargaining under such circumstances virtually meaningless notwithstanding that collective bargaining is the prime method of avoiding strikes and of ending strikes already in progress. The Taylor Law [New York state civil service law] provides the penalties for strikes by public employees. Making voidable the contract provisions obtained by such strike is not among those penalties . . . [23]

The court pointed out that the District accepted the benefits of the three-year contract for two years and could not void the disputed provisions at a later time. Moreover, the District alleged that the increase in class size was due to "economic necessity." But the court found "no such disaster, state of emergency, or fiscal crisis threatening the [District's] ability to govern." A twice-defeated school budget and subsequent tax levy for teachers' salaries, was in the court's opinion, "an ordinary contingent expense" and "a legal obligation of the district." [23]

FINANCIAL DIFFICULTIES NO EXCUSE FOR VIOLATING CONTRACT

Board of Education of the Levittown Union Free School District v. Levittown United Teachers, 386 N.Y.S.2d 440, 1976. Because the Board faced a fiscal deficit (prohibited by section 1704 of the New York Education Law), it abolished 10 percent of the staff, instituted furloughs, and placed a moratorium on sabbaticals. The negotiated agreement in effect between the Board and the Teachers contained provisions on job security, sabbatical leaves, salary, work day, work load, class size, grievance, and arbitration.

The Teachers filed a grievance and a state trial court enjoined arbitration. The Board appealed for a stay of arbitration, claiming that the matters under consideration were subject to its decision alone.

On July 19, 1976 the New York Supreme Court, Appellate Division, Second Department overruled the trial court's decision. It found no merit in the Board's contention that the unilateral measures to reduce the deficit were not subject to arbitration and were within its power as public employer. Furthermore, the court ruled that: "The board was free to bargain respecting all of the above-mentioned provisions. . . it may not now, despite the financial exigencies, abrogate its agreement." [at 441]

New York (Continued)

ARBITRABILITY OF CLASS SIZE DISPUTE UPHOLD

Fort Ann Central School District v. Fort Ann Central School Teachers Association, et al., 386 N.Y.S. 2d 129, 1976. In March 1975 the District indicated that 11 staff positions would be eliminated in school year 1975-76 unless sufficient funds were made available. In July 1975 two positions were eliminated. Filing a grievance, the Association referred to two provisions contained in the current teacher-board negotiation agreement: (1) that an employee must be given 75 days notice when his or her employment is to be terminated and (2) that "[a] special effort will be made to have no more than twenty-five (25) students in each class in grades K-12."

The Board appealed a prior ruling that denied a stay of arbitration. On August 5, 1976 the New York Supreme Court, Appellate Division, Third Department affirmed the order to proceed to arbitration, citing the decision rendered in the *Susquehanna Valley* case. (See page 33).

TEACHING HOURS AND TEACHER LOAD SEEN AS CLASS SIZE DEMAND, THUS NOT MANDATORILY NEGOTIABLE

In the Matter of Queensbury Union Free School District and Queensbury Faculty Association, 9 New York PERB 3057, August 10, 1976. The Board ruled that the following demand made by the Association was not a mandatory subject of negotiation, since "placing a numerical limitation on the number of students per day or per week is essentially, as a practical matter, a class size demand . . .":

TEACHING HOURS AND TEACHER LOAD

- "F. Teachers of Kindergarten and Grade One will not be assigned more than one hundred twenty-five (125) students per week. This number is to be determined by the homeroom enrollment.
 - G. Teachers of Grades Two to Six will not be assigned more than one hundred thirty-five (135) students per week. This number is to be determined by the homeroom enrollment.
 - H. Teachers of Grades 7-12 will not be assigned more than one hundred thirty-five (135) students per day. The administration will strive for not more than one hundred twelve (112) students per day in the area of English.
 - I. The work load for teachers of specialized areas as Home Economics and Industrial Arts will not exceed ninety (90) students per day; Physical Education not to exceed two hundred (200) and Art or Music is not to exceed one hundred fifty (150) per day."
- [78]

ARBITRATOR'S AUTHORITY TO DECIDE CLASS SIZE DISPUTE NOT EXCEEDED

Board of Education of the Westmoreland Central School District v. Westmoreland Teachers Association, Inc., 397 N.Y.S.2d 474, 1977. The Board and the Association concluded a three-year negotiated agreement, beginning July 1, 1974 and ending June 30, 1977. Under provisions of the contract's grievance procedure, all unresolved disputes were subject to final and binding arbitration. Article 4 of the agreement, "Class Size and Teaching Load," set forth class size limits for particular classes and limits regarding the number of secondary-level teaching assignments.

Three months after school year 1975-76 began, the Association filed three grievances against the Board, claiming that Article 4 had been violated. One grievance charged that the Board exceeded the maximum class size in the elementary grades, one that class size limits were exceeded in the secondary grades, and another that two math teachers had been assigned to six classes and one math teacher to three classes. The Association demanded that the grievances be settled by arbitration.

New York (Continued)

The arbitrator did not find a violation of contract regarding class size at the elementary grades, but he ruled that violations had occurred regarding secondary-level class size maximums and teacher load assignments. Because arbitration of this case did not conclude until the end of the 1975-76 school year, the Association advocated that the Board be forced to follow the class size maximums for the next school year, which was also covered by the contract. The arbitrator declined to grant this award, instead calling for the parties to meet and confer within five days of his decision to work out a settlement on class size and workload schedules for school year 1976-77. If no agreement were reached, he noted further, either party could petition another hearing to settle these items for 1976-77, at which time an award would be handed down.

The parties failed to reach agreement and the Association petitioned the arbitrator in September 1976 for a new hearing. At this point the Board sought to stay arbitration, arguing that the arbitrator: assumed jurisdiction for disputes that had not occurred, by retaining jurisdiction to award remedies for the following school year; circumvented the contract's grievance procedure; and handed down an award which violated preconditions to arbitration found in the contract, in effect making a new contract. The New York Supreme Court, Appellate Division, Fourth Department ruled that the arbitrator did not exceed his authority. If the arbitrator had not made the award, the court said, the 'intent of the parties as expressed in article 4 to maintain class sizes 'commensurate with good educational practice' and normally to maintain a maximum complement of five teaching assignments for secondary teachers could be frustrated for the entire life of the collective bargaining agreement."

NORTH DAKOTA

COURT UPHOLDS DECISION WHICH DENIED WRIT OF MANDAMUS TO COMPEL SCHOOL DISTRICT TO NEGOTIATE CLASS SIZE AND OTHER ITEMS

Fargo Education Association v. Paulsen, et al., 239 N.W.2d 842, 1976. The Association charged that Fargo Public School District #1 refused to negotiate with the Association on nine issues, other than teacher salaries, claiming management prerogative:

- class size
- procedures for reduction in force
- policies for individual and professional leave
- procedure for establishment of curriculum to permit teacher input
- teacher evaluation policies
- teacher transfer procedures
- grievance procedure, including binding arbitration
- binding arbitration in negotiations
- schedule for work year

The Association petitioned the district court for a writ of mandamus to force the District to negotiate these items. The court refused the Association's appeal. The Association then appealed to the North Dakota Supreme Court, which upheld the district court's ruling.

OREGON

CLASS SIZE A PERMISSIVE SUBJECT OF NEGOTIATIONS

Springfield Education Association et al. v. Springfield School District No. 19 et al., 24 Or.App. 751, 1976; mod. 25 Or.App. 407, 1976. In three decisions rendered by the Oregon Employment Relations Board, class size was ruled a permissive subject of negotiations (*Springfield Education Association v. Springfield School District No. 19*, ERB C-278, 1975; *Eugene Education Association v. Eugene School District No. 4J*, ERB C-279, 1975; and *South Lane Education Association v. South Lane School District No. 45J*, ERB C-280, 1975). These scope of bargaining cases dealt with approximately 92 subjects in which the Association alleged that their respective Districts refused to bargain in good faith. [49]

In the 1975 *Springfield* case, the Board explained that:

We feel that class size is the most important issue in this dispute. We cannot believe that the Legislature did not consider that school districts are having economic problems. The Legislature wanted to give teachers the right to improve their economic conditions through bargaining. However, we do not feel that it was intended that class size be included. Class size can have a broad impact on the economics of school administration.

Class size is beyond the control of even the school board. It is determined by the number and size of available buildings and by changes in socio-economic patterns. A local school board has a duty to provide educational services to all students, actual and potential. Class size is at best a permissive subject for bargaining. [49]

In the *Eugene* and *South Lane* cases, the Board specifically referred to this passage from *Springfield*.

These three cases were combined and brought before the Oregon Court of Appeals. In *Springfield Education Association et al. v. Springfield School District No. 19 et al.*, the court upheld the EMB's prior ruling on class size. [49]

PENNSYLVANIA

"IMPACT" OF CLASS SIZE ON THE INDIVIDUAL V. EFFECT ON THE SCHOOL SYSTEM AS A WHOLE: DETERMINED ON A CASE-BY-CASE BASIS

Pennsylvania Labor Relations Board v. State College Area School District, the Board of School Directors; Appeal of *State College Area Education Association*; Appeal of *American Federation of State, County & Municipal Employees, AFL-CIO*, 337 A.2d 262, 1975. In this case, the Pennsylvania Supreme Court ruled on a dispute that had been contested for four years. In February 1971, the State College Area Education Association filed an unfair labor practice charge with the Pennsylvania Labor Relations Board (PLRB) against the State College Area School District for refusing to bargain on 21 items during 1971 negotiations proceedings. "Maximum class size" was one of these 21 items. After deliberating on prior decisions handed down by the PLRB, Centre County Court, and the Commonwealth Court that had declared most or all of the items not bargainable, the Pennsylvania Supreme Court ruled in 1975 that all 21 items be remanded to the PLRB to be determined on a case-by-case basis. Citing the *Shawnee Mission* ruling (see pages 28-29), the court held that:

It is the duty of the Board in the first instance and the courts thereafter to determine whether the impact of the issue on the interest of the employee in wages, hours and terms and conditions of employment outweighs its probable effect on the basic policy of the system as a whole. If it is determined that the matter is one of inherent managerial policy but does affect wages, hours and terms and conditions of employment, the public employer shall be required to meet and discuss such subjects upon request by the public employee's representative . . . [at 268]

Pennsylvania (Continued)

(Samuel N. Francis, professor of education at the University of Pittsburgh, traced the development and implications of the *State College* case. In his opinion, class size can be considered a proper item for collective negotiations under Act 195--the Pennsylvania Public Employee Relations Act. If such a provision would be included in an agreement, he argues, it would be held "binding and enforceable." [31:1])

SOUTH DAKOTA

CLASS SIZE NOT A NEGOTIABLE ITEM

Aberdeen Education Association v. Aberdeen Board of Education, Aberdeen Independent School District, 215 N.W.2d 837, 1974. The Supreme Court of South Dakota upheld a 1972 circuit court ruling that "other conditions of employment" must "materially affect rates of pay, wages, hours of employment and working conditions." [at 841] Therefore, the court decided that class size, elementary conferences, teacher aides, elementary planning, and other items "appealed by the Association are not material items to working conditions or wages or hours, but rather are items belonging wholly to the discretion of the Board." [at 841]

WISCONSIN

CLASS SIZE NEGOTIABLE AS IT "IMPACTS" WORKING CONDITIONS, NOT MANDATORILY NEGOTIABLE AS IT AFFECTS POLICY

City of Beloit v. Wisconsin Employment Relations Commission, 242 N.W.2d 231, 1976. This state Supreme Court ruling was the third appeal of an earlier WERC decision. In 1974 the Beloit and Oak Creek education associations brought to the WERC disputes with their respective school boards over the negotiability of numerous items. Among the subjects brought before the Commission was class size. Issuing twin declaratory statements, the WERC held that since class size falls under the realm of educational policy, it is not mandatorily bargainable. Yet the "impact" of class size is negotiable "as it affects hours, conditions of employment, and salaries." (*Beloit City School Board and Beloit Education Association*, WERC, September 11, 1974 and *Oak Creek-Franklin Joint City School District No. 1 and Oak Creek Education Association*, WERC, September 11, 1974) [103]

This decision was appealed unsuccessfully on three occasions. In March 1975, the Dane County Circuit Court upheld the WERC's statement on class size in *City of Beloit v. WERC* (Wisconsin Circuit Court, Dane County, Nos. 144-272, 144-406, and 144-472, March 31, 1975). In November 1975 the same court again decided that class size is located in the sphere of educational policy. The *Beloit* decision and two earlier cases (*West Irondequoit* and *Aberdeen*) were used to substantiate the Court's judgment. As it stated previously, the court agreed that the "impact" of class size on wages, hours, and conditions of employment must be negotiated. (*Oak Creek Education Association v. WERC*, Wisconsin Circuit Court, Dane County, No. 144-473, November 25, 1975). Both the Beloit school board and the teachers' association entered the third appeal before the Wisconsin Supreme Court. In a decision handed down on June 2, 1976 in *City of Beloit v. WERC*, the court affirmed the trial court rulings and agreed with the original WERC conclusion that:

Wisconsin (Continued)

decisions on class size are permissive and not mandatory subjects of bargaining. . . . While the School Board has the right to unilaterally establish class size, it nevertheless has the duty to bargain the impact of the class size, as it affects hours, conditions of employment and salaries. [at 241]

"IMPACT" OF CLASS SIZE NEGOTIABLE, BUT NOT CLASS SIZE POLICY DECISIONS

Greenfield Education Association v. School Board, School District No. 6, City of Greenfield, WERC Decision No. 14026-A, October 5, 1976. The collective negotiation agreement between the Association and the District, effective from August 28, 1973 to August 14, 1975, included the following provision on class size:

Article X: Normal Teacher Load

1. The recommended teacher load in the various classifications for classroom teachers is as follows:

K - 3	26 pupils per individual teacher
4 - 6	28 pupils per individual teacher
7 - 12	31 pupils per individual teacher
High School Slow Learner	20 pupils per individual teacher

2. Exception: If any class exceeds the above load by more than 10%, relief, if requested by the teacher, will be provided as follows:

- (1) Re-assign students to reduce the load; or
- (2) Provide a teacher aide to assist the teacher.

3. Activity Type Classes: The above conditions shall not apply to activity-type classes or classes which traditionally involve larger groups of pupils such as physical education, music, health, driver education, typewriting, home room, and study hall. [at 3-4]

In April 1975 the parties began to negotiate for a successor agreement. Changes proposed by the Association related to numerous provisions, among which was a recommendation for replacing the old class size provision with one stating:

1. All classes should be of workable size commensurate with the circumstances and specific class organization and pattern.
2. A number of important instruction variables will be given careful consideration in determining the size of specific individual classes, including: needs and interests of students, approved instructional methods, size and configuration of the facility and its equipment, grouping procedures, degree of individualization, program objectives, previous student achievement, etc.
3. 'Class Size' as specified in this Article refers to the number of students per instructional class period. These same ratios will also apply in all team teaching groups that are established. Temporary combinations of students in large groups for appropriate learning activities are approved just as independent study is approved.
4. Impact of Class Size on Program: Class size is recognized as a vital element in the effectiveness of instruction. All program planning and building planning should include consideration of possible class sizes best suited to the course or facility.
5. Class Size: Principals will develop class assignments on the basis of the following guidelines:

A. District-Wide

All performing groups (band, chorus, etc.) in accordance with the objectives of the groups and the consensus of teacher and principal.

Wisconsin (Continued)

A. District-Wide (cont.)Maximum Size

All 'corrective' sections	15
All 'remedial' sections	6

All special educational enrollments per instructor*

TMR - Lower	7
TMR - Intermediate	10
TMR - High School	12
EMR - Primary	12
EMR - Intermediate	12
EMR - Junior High	12
LD	12
LD - Self Contained	10
LD - Resource Room	12

*Additions beyond maximum only by approval of multi-disciplinary team (Director of Special Education, social worker, all teachers involved) or as otherwise prescribed by state statutes.

B. ElementaryDesirable SizeMaximum Size

K - 6 Academic Classes	24	27
K - 6 Music, Art	24	27
K - 6 Physical Education	28	30

C. Middle School

7 - 8 Academic Classes	24	27
7 - 8 Laboratory/Shop	Not to exceed the number of work stations or academic maximum, whichever is less	
7 - 8 General Music	24	27
7 - 8 Physical Education	28	30

D. High School

9 - 12 Academic Classes	26	29
9 - 12 Laboratory/Shop	Not to exceed the number of work stations or academic maximum, whichever is less	
9 - 12 Advanced Seminars		20
9 - 12 Physical Education	32	34

6. Classes above or below listed maximums

- A. Within 15 days after pupils return to school in the fall all class sizes will be reported to the Superintendent. Corrective or relief procedures will proceed promptly in those classes where enrollment exceeds desirable sizes, with the exception that at any time 10% at the High School and 10% at the K-8 level of classes in the district may be in a range above desirable size and including maximum size.
- B. Under extraordinary circumstances the district may maintain class sizes in excess of listed maximums where there is only a single section of that class offered in a building. The limit under such circumstances shall be extended to 31 and an instructional aide shall be provided for the student day where enrollments range from 27-31.
- C. Except under circumstances that would significantly affect the health and safety of the students, no reduction in oversized classes will be made during the last nine weeks of school.

Wisconsin (Continued)

7. Reduction of classes in excess of listed maximums

In the event that a class of appropriate size increases in enrollment beyond the listed maximum between the period of initial size registration with the Superintendent and the 1st nine weeks, corrective or relief measures will proceed promptly. (Except as outlined in 6B)

8. Scheduling Exceptional Students

Handicapped children will be mainstreamed as evenly as possible among similar classes in the same building.

9. "Stacked Classes"

Where there is evidence of definite student need and interest, but not enough to warrant scheduling a class, two small groups of a similar and compatible nature may be combined and taught concurrently with consent of instructor. [at 5-7]

The District informed the Association that it would not bargain certain non-mandatory items proposed by the Association, including class size. However, the District indicated that it would bargain over the impact of class sizes which it would establish. The parties reached an impasse. The District then unilaterally adopted new and/or revised policies in the areas of working hours, class size, and staff development programs. The Association appealed to the WERC, which ruled in favor of the District, citing decisions reached in the *Oak Creek* and *Beloit* cases.

PROVISION FOR "EMERGENCY CONDITIONS" PERMITS AN INCREASE BEYOND STATED CLASS SIZE LIMITS

Whitewater Education Association, on Behalf of Mr. Joe Obmascher v. Whitewater Unified School District No. 1, Board of Education and Mr. John J. Newhouse, and Mr. Thane Uglow, WERC Decision No. 14221-A, March 29, 1977. The Association alleged that the District violated the following provision of the teachers' collective negotiation agreement by requiring Joe Obmascher, a high school history and psychology teacher, to instruct a total of 132 students in five sections:

III. CONDITIONS OF EMPLOYMENT.C. Teacher Load.1. Junior High School.

The normal teacher load shall consist of fifteen (15) class assignments and three supervisions in a four-day cycle per semester with no more than 125 students (excluding study hall, band and choir) per day in the Junior High, with the exception of English, Industrial Arts, Home Ec and Science (100 students). Effort will be made to have study halls of large numbers supervised by more than one staff member. Any assignment in addition to the above eighteen (18) assignments shall be compensated at the rate of \$390 per semester. No teacher shall be required to take a nineteenth (19th) assignment unless he agrees.

2. Senior High School.

The normal teacher load shall consist of six (6) assignments per day, per year, consisting of five (5) classes and one (1) study hall, or laboratory supervision or other supervision per day. If a condition exists in the

Wisconsin (Continued)

department which requires additional semester classes, the department chairman and high school principal shall first request volunteers for the sixth class.

A non-voluntary assignment will be made only after considering class size, number of sections, personnel and analysis of student registration.

The total number of students in the five (5) class assignments shall not exceed 125 (excluding study hall, band and choir) with the exception of English, Industrial Arts, Home Economics and Science (100) students except when teaching six classes. (Emphasis supplied)

High School teachers who teach six (6) classes per semester will be compensated at the rate of \$390 per semester or may have the option to elect additional preparation time, where possible, in lieu of the \$390. The administration will determine where this option is available and the teacher will choose either option at the beginning of the contract year.

Teachers who take a semester assignment beyond the normal six (6) assignments, will be compensated at the rate of \$390 per semester. No teacher shall be required to teach a sixth (6th) class for a full year unless he agrees.
[at 2-3]

The Association argued that (1) an additional section of psychology should be scheduled, (2) Obmascher should receive \$390 in compensation if the section was assigned to him, and (3) the District should schedule classes in the future according to the terms of the collective negotiation agreement.

The District did not dispute the number of students assigned to Obmascher, yet claimed it did not violate the agreement. The District gave three defenses which centered on the timeliness and processing of the grievance by the Association. The WERC ruled that the Association had complied with the first step of the grievance procedure and, by the actions of the Board of Education, the District had waived non-compliance by the Association of the third and fourth steps of the grievance procedure. The District also contended that Article III, Section D of the teachers' agreement provided an "escape clause" for classes exceeding the negotiated limit:

III. CONDITIONS OF EMPLOYMENT.

D. Class Size.

The maximum number of pupils in any single class shall be twenty-five students (25) excluding study hall, band and choir, with the exception of English, Industrial Arts, Home Economics and Science (20) except in cases of emergency. In emergency conditions, the total number of excess students in any grade level or Junior or Senior High subject area shall not exceed twenty-five (25) - twenty (20). Classes of unusual size will be reviewed by the building principal, department chairman, teacher involved, and the District Superintendent to consider possible solutions. This may be modified for flexible scheduling, team teaching or for experimental programs developed in the Whitewater district.
(Emphasis supplied by WERC) [at 3]

The WERC ruled that the District was correct in asserting that two unanticipated events contributed to the "emergency conditions" present during the dispute: a sudden increase in enrollment at the high school and a precarious budget situation caused by the imposition of state mandated limits on expenditure. Thus, it dismissed the Association's complaint.

Determining Class Size by Using a Weighted Formula

Assuming the position that crowded classes involve more than just the number of pupils physically seated in the classroom, the Lodi (California) Unified School District in 1975 implemented a policy of "weighting" class size to account for the range of pupils' educational and behavioral characteristics found in each class. The Denver (Colorado) Public Schools is using nearly the same weighting formula, which according to a recent headline "may revolutionize teacher contracts." [14]

Lodi Unified School District, located north of Stockton in San Joaquin County, had a 1974-75 enrollment of almost 12,000 pupils. The district had been growing rapidly and was faced with a shortage of space to house increasing numbers of students. [25] The Lodi Education Association (LEA) wanted to learn the extent to which class size was affecting the district. Its *Report of the Class Size Committee*, based on a districtwide survey, reported that there were 69 known violations of the district's class size policy at the elementary level in school year 1973-74. [32:3] (Class size maximums in this provision were set at 27 pupils in K-3 and self-contained classes and 28 pupils in grades 4-6.) Teachers were asked to rate their students' degree of teaching difficulty. While 61.4 percent of the 3,509 students represented in the teachers' responses were characterized as "easy to teach," teachers found 25.4 percent of their pupils "difficult to teach" and 13.0 percent "very difficult to teach." [32:12] If they could remove certain types of students from their classes to make their teaching more manageable, teachers responding to the survey most often listed:

- students with disciplinary problems
- educationally handicapped students
- emotionally disturbed students
- non-English speaking students
- slow learning students
- bilingual students who are deficient in both languages [32:12]

Trying to alleviate the problems of overcrowded classes without reducing class size, a plan was developed to hire teacher aides where classes were too large. Class size was not defined in the traditional way. Rather, it included a "weighting" formula to portray what district educators consider a more accurate representation of what actually occurs inside the classroom. Not only should the total number of pupils in a class be considered, but also the number of children in that class whose special handicaps and problems compound the effects of class size for the teacher. Thus, the district's Class Size Study Committee developed the following weight factors for 15 categories of pupil types:

<u>Establish Weight Factor</u>	<u>Type of Student</u>
1.0	(1) NORMAL FUNCTIONING--Children achieving approximately at grade level and <i>functioning adequately</i> in the regular classroom environment.

<u>Establish Weight Factor</u>	<u>Type of Student</u>
1.0	(2) "RESIDENTIAL DROP-OUTS"--"Residential drop-out" students who are in attendance because of compulsory education laws, but who <i>do not participate</i> in the regular classroom learning activities.
1.5	(3) BILINGUAL--Bilingual underachieving children with <i>inadequate language development</i> , often in both languages.
1.5	(4) GIFTED CHILDREN--Gifted children who require <i>enriched curriculum, special materials, and additional activities</i> , and challenges throughout the school day.
1.5	(5) READING DISABLED--Below grade level readers who <i>require individual assistance in comprehending instructions</i> and whose reading level requires locating and coordinating <i>special materials</i> in many curriculum areas.
1.5	(6) SLOW LEARNER--Slow learning children of limited academic potential assigned to the regular classroom, but who <i>require adjusted materials and tasks</i> below grade placement.
1.5	(7) TRANSIENT--Transient students whose arrivals and departures throughout the school year <i>require additional informal assessment</i> for proper placement in the curriculum, becoming acquainted with additional parents, and work with forms and records. Lack of continuity in the student's program usually <i>requires accommodations</i> to the group's progress.
2.0	(8) DISCIPLINARY PROBLEMS--Disciplinary problem children whose uncooperative, disruptive behavior requires <i>excessive teacher attention and control</i> . Such children often exhibit aggressive, hostile behavior.
2.0	(9) EDUCABLE MENTALLY RETARDED--Educable mentally retarded children of I.Q. range 50 to 70 whose rate of development in mental, social, and academic areas is 1/2 to 3/4 that of the average children are <i>found in regular classroom teaching loads due to procedural delays in referral, testing, and placement in special education classes</i> , and due to policy regarding minimum grade level for such placement.
2.0	(10) LEARNING DISABLED--Children with learning disabilities, i.e., showing <i>delayed development</i> in one or more of the processes of speech, language, reading, spelling, writing, or arithmetic.
2.5	(11) EDUCATIONALLY HANDICAPPED--Educationally handicapped children of average or above intelligence who are achieving two or more grades below placement and who are awaiting testing and placement in an E.H. class, <i>have been certified for E.H. class but parentally exempted, or who have been returned to the regular classroom from an E.H. program</i> and now must try to function with reduced teacher availability.
2.5	(12) EMOTIONALLY DISTURBED--Emotionally disturbed children whose <i>behavior disrupts the classroom</i> .
2.5	(13) HYPERACTIVE--Hyperactive children who are physiologically incapable of a regular classroom attention span and who <i>require adjusted curriculum and environment</i> .
2.5	(14) NON-ENGLISH SPEAKING--Non-English speaking students for whom there is no referral situation.

Establish
Weight Factor

Type of Student

- (15) OTHER--Other. If you have a pupil who does not fit any of the above categories please give a description of him on the back of the class composition analysis and account for him in Category 15 of the class tally. [32:24-25]

When the Committee analyzed 1974 class size figures, provided by 53.6 percent of all the elementary teachers in the district who responded to the survey, class sizes under this weighted method most frequently occurred in the 31-35, 36-40, and 41-45 ranges. These results are presented in Table 2 below:

Table 2.--Lodi Education Association Class Size Survey Responses :
Elementary Class Sizes Utilizing Weight Factor Concept
June 1974

Grade Level	Total Number Classes	Weighted Size 25-30	Weighted Size 31-35	Weighted Size 36-40	Weighted Size 41-45	Weighted Size 46-50	Weighted Size 51-55	Weighted Size 56-60
K	15	1	6	3	1	2	2	0
1st	16	1	5	4	4	1	1	0
2nd	10	1	3	3	3	0	0	0
3rd	11	0	2	5	3	1	0	0
4th	17	0	6	2	6	1	2	0
5th	17	1	6	4	5	1	0	0
6th	16	1	2	5	6	1	0	1
Sub-Totals	102	5	30	26	28	7	5	1
Primary Non-Graded Combined	5	0	0	0	4	1	0	0
1st-2nd Combined	2	0	1	1	0	0	0	0
2nd-3rd Combined	2	0	1	0	0	0	1	0
3rd-4th Combined	3	0	3	0	0	0	0	0
4-5-6 Combined	1	0	0	0	0	1	0	0
5th-6th Non-Graded	2	0	1	0	1	0	0	0
Sub-Totals	16	0	6	1	5	3	1	0
Totals	118	5	36	27	33	10	6	1
Number of Elementary Classes in the District					220			
Number of Teachers Responding to this Section					118			
Percent Responding					53.6%			

SOURCE: Green, Virginia and Others. *Report of the Class Size Committee. Lodi Education Association*. Burlingame, California: California Teachers Association, Instruction Center, October 1, 1974, p. 11. Copyright 1974 by California Teachers Association. Used with permission.

Lodi teachers first obtained funds for this program by involving the community. When their request for \$100,000 to implement this proposal was rejected by the Board of Education, teachers campaigned publicly and won their case. So far, according to Ray Canaga, president of the LEA, "this concept has worked extremely well for us and has resulted in improved test scores." [14]

Educators in the Denver Public Schools adapted their policy from the Lodi plan, making the following changes:

- The categories "residential drop-outs" (1.0), "learning disabled" (2.0), "educable mentally retarded" (2.0), and "educationally handicapped" (2.5) were deleted from the Denver policy.
- The categories "chronic absenteeism" (1.5), "significantly limited intellectual capacity" (2.0), and "identifiable perceptual and communicative disorders" (2.5) were added to the Denver policy.
- The category "reading disabled" was changed from 1.5 under the Lodi policy to 2.0 under the Denver plan. [14]

The Denver Board of Education and the Classroom Teachers Association implemented this policy after a provision for class size relief was included in their 1976-78 negotiated contract:

- Article 7: Teaching Hours and Teaching Load Section 13: In accordance with Article 22-2, it is agreed that \$740,000.00 will be placed in the Denver Public Schools budget for 1977 and each year thereafter for the period of this Agreement for the express purpose of relieving identifiable problems of limited duration caused by excessive class size. [4:16-17]

Section 14: Appropriate guidelines and procedures for implementation of Article 7-13 will be established through the Professional Council by January 1, 1977. [4:17]

- Article 22: Salaries Section 2: It is further agreed that any salary increase resulting from the above [stipulated guidelines] will be reduced by one (1) percent in the first year, 1977, and that the monies resulting from such reduction will be placed in the budget for 1977 and each year thereafter for the period of this Agreement for the express purpose of relieving identifiable problems of limited duration caused by excessive class size. [4:38]

Section 2-1: It is not intended that the above yearly costs to the District shall be any more than they would have been had the same one (1) percent been placed in the salary increase granted teachers January 1, 1977. The cost estimate for this provision is \$740,000.00. [4:38]

Of the 120 schools in Denver, said Robert Anderson, chairman of the Class Size Committee, 110 received some form of aid since the policy went into effect in January 1977. [98:353] *Class Load Relief: Denver's Program to Solve the Class Size Problem* reported that, in the spring semester of 1977, \$268,039 was spent on class size relief--65 percent at the elementary level, 26 percent at the junior high level, and 9 percent at the senior high level:

	<u>Elementary</u>	<u>Junior High</u>	<u>Senior High</u>
Teacher Aides	\$ 118,450	\$ 34,955	\$ 5,070
Half-Time Substitutes	51,807	24,910	6,890
Materials	4,760	5,977	2,886
Lay Readers	---	3,570	8,763
	<hr/>	<hr/>	<hr/>
TOTAL	\$ 175,017	\$ 69,412	\$ 23,609 [10:30]

In addition, some persons view the weighted formula plan as a way for teachers to cope more effectively with the mainstreaming of handicapped children, as mandated by the Education for All Handicapped Children Act. [98:353]

Who makes the decisions for granting class size relief under these plans? Teachers compute their weighted class size and submit these figures to a building-level class size committee, which is elected within each school. From there, five teachers and five administrators comprising the district committee decide priorities and allocate money and resources. The teachers involved and the building committees then determine the best way to use the money. [14] The success of this arrangement depends heavily on teacher-administrator cooperation. The district committee's "excellent working relationship," Anderson related, has been accomplished largely because its members "quickly got beyond the stage of thinking 'who is sitting on what side of the table.'" [98:357]

Analysis of Contracts

One way to gauge the scope of class size in collective bargaining is to examine the number of school systems that include class size provisions in their teacher negotiation agreements. In *Negotiation Agreement Provisions, 1972 Edition*, the NEA Research Division analyzed 1,529 comprehensive agreements in effect for school year 1970-71. Questionnaires were sent to each school system in the country enrolling 1,000 or more pupils. Over 160 negotiable provisions were identified. Of the 39 states and the District of Columbia that supplied contracts for review by NEA, eight states (in order of most contracts analyzed: New York, Michigan, New Jersey, Wisconsin, Massachusetts, Illinois, Connecticut, and Ohio) provided 85 percent of all contracts.

According to the authors of the report, the provisions considered were "of an active nature rather than a passive. For example, a general statement of the rationale for class size would be omitted, but a clause stipulating that class size will be reduced would appropriately be listed." [56:xii] Of the total number of agreements studied, 888 (58.1 percent) included a provision on pupil-teacher ratio or class size. [56:372-382]

The 58.1 percent of teacher contracts containing class size or pupil-teacher ratio provisions in 1970-71 fell slightly from the percent of those contracts analyzed by NEA for the year 1968-69. In that year, 59.0 percent of the contracts analyzed (577 out of 978) included a class size or pupil-teacher ratio provision. In 1966-67 these provisions were incorporated into 57.1 percent of the contracts examined (222 out of 389). [96:13]

Two more recent surveys have appeared in reports published by the American Association of School Personnel Administrators (AASPA) and the National School Boards Association (NSBA). Max Evans, Donald Knox, and Charles Wiedenman, in a March 1978 study issued by AASPA, examined current trends in collective bargaining in public education and studied the perceptions of three groups to find how collective bargaining was affecting their school districts. Questionnaires were sent to a random sample of 250 school administrators who were members of AASPA, the leader of the teachers' association in the districts represented by these 250 administrators, and a random sample of 250 members of the National Association of Educational Negotiators (NAEN). Slightly more than half (53.7 percent) of the total sample returned questionnaires. [29:2-3]

In one part of the survey, participants were asked to indicate whether certain items dealing with matters of educational policy, economic issues, employee evaluation, and management rights were included in their teacher negotiation agreements. Class size was one of the educational policy issues examined. As shown in Table 3, approximately 40 percent of the respondents indicated that class size was in their current negotiation agreement. Of those persons whose school districts did not have a negotiated provision on class size, 75 percent of the AASPA members, 77 percent of the NAEN members, and 91 percent of the teachers indicated that class size had been a demand by the teachers' association. Furthermore, the respondents representing districts without a negotiated

class size provision differed significantly on their perceptions as to the likelihood that a class size provision would be included in their teachers' contract by 1981. On a scale of one (signifying that inclusion in the agreement was "highly unlikely") to nine (inclusion was thought to be "highly likely"), AASPA and NAEN respondents believed that there was little likelihood that a class size provision would be included in their districts' contracts by 1981. Teachers, however, indicated that they thought such a provision was moderately likely to occur. According to the authors, there is a strong trend toward class size provisions in future teacher negotiation agreements. [29:19, 22-23]

TABLE 3.--AASPA Survey Responses on Scope of Bargaining Trends: Class Size

Group	Number Responding N=403	Class Size Provision Currently in Their Teacher Negotiation Agreement			Class Size Has Been a Demand by the Teachers' Association		Likelihood of a Class Size Pro- vision by 1981 (Mean)
		Yes	No	No Response	Yes	No	
AASPA	156	41%	53%	6%	75%	25%	3.48
NAEN	157	38	60	3	77	23	3.63
Teachers	90	45	52	3	91	9	5.41

SOURCE: Evans, Max W., Donald M. Knox, and Charles F. Widenman. *Trends in Collective Bargaining in Public Education*. Seven Hills, Ohio: American Association of School Personnel Administrators, March 1978, p. 19. Copyright 1978 by AASPA. Used with permission.

A 1977 report by Kenneth A. Newby of Atlanta University, published by NSBA, reviewed information gathered on the attitudes and practices of school management concerning teacher bargaining. Respondents to the survey included 1,390 school board members and 242 school administrators (mostly superintendents). When asked which items were covered in their current teachers' contract, 27 percent of the 1,204 respondents indicated the presence of a provision on maximum class size. Six items (other than salary) were included more often: union dues deduction from salary, teacher evaluation procedures, maximum teacher work load, teacher transfer procedures, teacher promotion procedures, and curriculum planning procedures. Four items were included less often than maximum class size: teacher role in disciplining students, assignment of teacher aides, teacher selection procedures, and textbook selection procedures. [62:8]

In a 1970 publication, *The Impact of Negotiations in Public Education*, Charles R. Perry and Wesley A. Wildman reported that a number of school systems they studied negotiated the class size issue without unduly compromising the management power of their school boards. Even though most boards became apprehensive of teacher organizations encroaching on their policy making function, Perry and Wildman found that "in most cases, their fears . . . have proved groundless." [68:206] Why? The authors believe that the reasons lie in the nature of the contract provisions themselves:

- A number of the class size clauses from the districts studied merely memorialized existing practices and represented nothing more than an affirmation of the status quo.
- In some other instances where the negotiated agreement represented a commitment to reduce class size, the board was in complete support of the reduction and the issue was not productive of conflict in negotiations.
- In some cases, again with the acquiescence of the board, the contractual commitment to reduce the size of classes was made contingent on the availability of funds for the purpose.
- In still other cases where the bargained agreement provided specifically for reductions representing an improvement over prevailing practice, qualifications such as "insofar as possible" and stated reasons for exceptions may appear in the agreement,* largely to protect the board and the system with regard to the significant budgetary implications of the class size issue.

(*In one district studied, class size "objectives" could be exceeded if, among other reasons, (1) adequate space was not available, (2) conformity to objectives would result in short time schedules or half classes, or (3) a larger class is "necessary or desirable to provide for specialized or experimental instruction," etc.) [68:206-207]

From their analysis, Perry and Wildman view the inclusion of a class size provision in a teacher contract as "more often a procedural or symbolic rather than substantive victory for a teacher organization." [68:207] Although class size maximums may be held at or near the status quo, they note that teachers still stand to benefit from making these maximums subject to grievance and arbitration proceedings. [68:207]

Analyzing the class size provisions of the New York school systems with negotiated agreements containing class size clauses in 1972 (see page 6), Weitzman classified these provisions according to the following five categories:

1. language establishing mandatory class size maxima, minima, ranges, or averages.
2. language establishing mandatory provisions, but which also included certain exceptions to these mandatory requirements.
3. language establishing non-mandatory provisions, providing "escape hatch" language that would not tightly bind management in practice.
4. language stipulating only that management would consult with teachers regarding class size.
5. language providing only a retorical clause with a need to keep class size consistent with "quality of education" or to study the problem further. [99:310-313]

Contract language most often found was the non-mandatory language which provided some type of "escape hatch" (number 3 above), found in 27 percent of the contracts. The other four categories were found in less than 10 percent of the school systems' contracts: mandatory language with stipulated exceptions (number 2 above), eight percent; mandatory language (number 1 above), six percent; rhetorical language (number 5 above), five percent; and consultative language (number 4 above), four percent. School systems with more than 500 teachers had the most provisions with mandatory language; systems with less than 100 teachers had the most provisions with rhetorical language. These results suggest that rhetorical language may be sufficient to satisfy the parties in small school systems, whereas larger, more urban school systems required more than a philosophical resolution to settle

class size problems. The results of this 1972 study also indicated that management had been successful in maintaining administrative flexibility, management's highest priority in class size negotiations. [99:313-314] Moreover, negotiated class size provisions were more likely to be found in urban rather than suburban systems, in suburban rather than rural systems, and in bargaining units of more than 50 teachers. [99:308-309]

In July 1977 Educational Research Service analyzed 450 recent teacher negotiation agreements from 38 states which were maintained in its information files. Of this number, 59.3 percent (267) contained no reference to class size or pupil-teacher ratio, while 40.7 percent (183) contained some type of provision on class size or pupil-teacher ratio. ERS analyzed the content and language of the class size provisions found in these 183 contracts. Negotiated agreements in 42.1 percent (77) of these school systems provided specific class size maximums for elementary grades, 31.1 percent (57 systems) included maximums at the secondary level, and 14.8 percent (27 systems) listed districtwide averages. Table 4 below gives the mean and range of maximum class sizes by grade level for regular academic courses described in these contracts:

Table 4.--Mean and Range of Class Size Maximums
in Teacher Negotiation Agreements Analyzed by ERS

Grade Level	Mean	Range	
		Low	High
Kindergarten	26	20	33
1-3	26	20	34
4-6	28	25	37
Elementary	29	25	34
Junior High/Middle	29	23	36
Senior High	29	19	38
Secondary	29	24	34
Districtwide Average	29	24	35

These class size contract provisions contained other types of clauses besides numerical maximums. Some school systems included only a brief statement on their intention to keep classes as small as possible. Other systems had class size provisions that covered pages in their teacher negotiation agreements. Table 5 presents the number and percent of school systems in the ERS sample whose contract provisions on class size contained features other than or in addition to specified numerical maximums. Thirteen clauses in these provisions appeared more than once. In this tabulation, a school system may have incorporated one or more of these features into its contract provision on class size.

The feature most often found in these contracts was a statement upholding the desirability of small classes in non-specific language (35.5 percent). Thirty percent of the analyzed contracts noted certain exceptions when class size may exceed stated maximums. These school systems wrote in their agreements that class size maximums may depend on one or more of the following conditions:

- individualized instruction

- large group instruction
- course objectives
- nature of the subject matter
- certain classes
 - special education
 - Title I
 - remedial
 - music
 - vocational education
 - physical education
 - typing
 - study hall
- non-graded classes
- multi-age/multi-grade classes
- flexible scheduling
- team teaching
- differentiated staffing
- size, number, and availability of facilities and lab stations
- availability of equipment and materials
- experimental programs
- special program funding requirements
- financial resources
- student ability and achievement level
- student transfers
- student welfare and safety

Features common to more than 10 percent of the contracts analyzed included an outline of appeal procedures a teacher can initiate in the event class size maximums are exceeded (18.0 percent), the establishment of a class size review committee to settle disputes or survey the school system's current situation (16.9 percent), and a provision for adding more staff if class size exceeds stated maximums (10.4 percent).

ERS selected 30 class size contract provisions that illustrate the differences in language and content found in provisions of this type. Each of these samples represents the school system's complete class size contract provision. In cases where the provision on class size was included under a broader heading such as "working conditions," only the clauses relating to class size are reproduced.

These provisions were examined in relation to 21 contract items--eight different kinds of numerical limitations on class size and the 13 other features described in Table 5 (p.54). Table 6 (p.55) provides a listing of each of these 21 clauses and notes where they are located in the sample provisions. For example, school systems in these 30 examples that included a districtwide class size average in their teacher negotiation agreements (item one) would be found in examples one through seven. It should be emphasized that inclusion in this Negotiation Aid does not imply endorsement of these provisions by either ERS or its sponsoring organizations. These contract provisions are included here solely to illustrate the nature and scope of such provisions found in contracts negotiated between school boards and teacher organizations.

TABLE 5.--Features Found in Teacher Negotiation Agreements
Containing Class Size Provisions

Number	Percent	Feature
65	35.5%	A statement upheld the desirability of small classes in non-specific language.
55	30.0	Exceptions were noted when class size may exceed the stated maximum.
33	18.0	Appeal procedures were outlined in the event class size maximums are exceeded.
31	16.9	A class size review committee was established to study the school system's current class size situation.
19	10.4	Additional staff was provided when class size exceeds the stated maximum.
11	6.0	A statement related that class size is governed by Board policy, administrative regulation, or state law specified elsewhere.
9	4.9	Class size disputes were included specifically in the grievance procedure.
8	4.4	Remunerations were allowed for classes exceeding the stated maximum.
4	2.2	Actual decision to lower class size was made.
3	1.6	Specific class size minimums were stated.
3	1.6	Class size disputes were not included in the grievance procedure.
2	1.1	Money for class size reduction was specifically allocated.
2	1.1	Class size could not be used as a punitive measure against a teacher.
TOTAL = 183		

TABLE 6.--Index of 30 Class Size Negotiation Provisions According to 21 Contract Items

Item Number	Class Size Provisions in Teacher Negotiation Agreements	Example Numbers
1	Districtwide average	1,2,3,4,5,6,7
2	Maximums by level (e.g., elementary, secondary)	5,8,9,10,11,12, 13,14,15,16
3	Maximums by grade (e.g., K, 1-3, 4-6, 7-12)	10,12,15,17,18, 19,20,21,22
4	Maximums by secondary level subject areas	13,15,18,22
5	Goals	5,10,16
6	Ranges	6,7,19
7	Regulations for special education classes	5,6,8,10,11,16, 19,20,22
8	Minimums	13,15,20,21
9	Ratio of students to teaching/professional staff	7,12,15,17
10	Allowance for class sizes above or below certain limits	4,9,14,21
11	Non-specific statement on the desirability of small classes	23,24
12	Location of class size regulations in other documents	24,25,26
13	Exceptions when class size may exceed stated limits	2,3,4,5,7,9,11,12, 13,15,16,18,19,20, 21,22
14	Allocation of additional staff if class size exceeds stated limits	13,15,17,21,22
15	Provision for remuneration if class size exceeds stated limits	4,11,15,18,27
16	Description of appeal procedure if class size exceeds stated limits	5,6,7,12,14,15,16, 28
17	Description of class size review committee to settle disputes or to survey school system's current situation	14,20,22,28,29,30
18	Decision to lower class size	15,16
19	Allocation of money for class size reduction	16
20	Settling class size disputes under the grievance procedure	3,6,14,16,19
21	Action forbidding the use of class size as a "punitive measure" against a teacher	30

E 1 BEAUMONT UNIFIED SCHOOL DISTRICT AND BEAUMONT TEACHERS ASSOCIATION
X (Beaumont, California)
 [Item Number: 1]

X. CLASS SIZE

During the term of this Agreement, the District will maintain a maximum average class size of thirty (30) in all schools. [1:22]¹

E 2 RICHMOND HEIGHTS BOARD OF EDUCATION AND RICHMOND HEIGHTS EDUCATION ASSOCIATION
X (Richmond Heights, Ohio)
 [Item Numbers: 1,13]

3. CLASS SIZE

The Richmond Heights Board of Education and the administration will make every effort to maintain a maximum class size of 28 students, financial circumstances and available facilities permitting. [27:2]

E 3 SCHOOL COMMITTEE OF THE TOWN OF WELLESLEY AND WELLESLEY TEACHERS ASSOCIATION
X (Wellesley, Massachusetts)
 [Item Numbers: 1,13,20]

ARTICLE 6

Class Size

Wherever the Committee finds it feasible under the circumstances (e.g., availability of staff and facilities), in both elementary schools (including kindergarten) and secondary schools (junior and senior high schools), class size shall be held to a maximum of twenty-five (25) students.

Classes containing concentrations of disadvantaged pupils shall be held so far as practical to a number which permits optimum learning assignments for such students. Teachers' classes shall be so composed that the burdens on the respective teachers in a grade or school shall be fairly apportioned. No teacher shall, at any given time, be assigned the class responsibility, regardless of the size of his classes, for more than one hundred twenty-five (125) pupils.

The foregoing standards are subject to modification for conformity to the Wellesley neighborhood school policy and for educational purposes, such as the avoidance of split-grade classes or half classes, or for specialized or experimental instruction (e.g., art, music, team teaching, science, industrial arts, home economics, junior high French, typing classes, physical education, large lectures). If the Association considers that there have been excessive departures from the agreed standards, a complaint may be filed and shall be subject to the grievance procedure. [21:6-7]

E 4 WALNUT VALLEY UNIFIED SCHOOL DISTRICT AND WALNUT VALLEY EDUCATORS ASSOCIATION
X (Walnut, California)
 [Item Numbers: 1,10,13,15]

ARTICLE IX

EMPLOYEE/PUPIL RATIOS AND CLASS SIZE

1.0 The Board will strive to keep individual as well as average class sizes at a level that promotes the educational program as dictated by the financial conditions of the district, the building facilities available, the availability of qualified teachers, changes in enrollment and attendance or other valid reasons.

¹ The numbers in brackets following the examples indicate the individual contract citation in the index beginning on page 92. The number preceding the colon indicates the entry number; the number after the colon indicates the page number.

WALNUT VALLEY UNIFIED SCHOOL DISTRICT (Continued)

- 2.0 Consistent with this the district is committed to maintaining for the 1976-77 school year an overall teacher-student ratio of 1:27.4, plus or minus .4, these ratios to be implemented at the time of filing the October enrollment report and the second period report for this year.
- 3.0 The Board shall not be hindered in its flexibility in utilizing instructional groupings different from the historically standard classroom, e.g., large group instruction, cooperative teaching teams, etc.
- 4.0 In secondary schools when it becomes necessary to assign more than forty-five (45) students to any single class session with one teacher, that teacher shall be consulted and other alternatives considered should the teacher so request. [5:40]

E 5 SAN GABRIEL SCHOOL DISTRICT AND SAN GABRIEL TEACHERS ASSOCIATION
X (San Gabriel, California)
 [Item Numbers: 1,2,5,7,13,16]

ARTICLE XIII

CLASS SIZE

A. The District shall make a good faith effort to meet the following pupil-teacher ratio goals and desired maximums subject to possible constraints such as staff availability and qualifications, plant and classroom limitations, student transportation problems, avoidance of double sessions, special pupil needs such as concentrations of educationally disadvantaged students, and innovations in methods and programs:

- 1. Kindergarten Goals: 31 pupils per class average districtwide; with no class size exceeding 33.
- 2. Elementary Goals (Grades 1-6): 30 pupils per class average districtwide; with primary grades (1-3) averaging a maximum of 30 with the desired maximum at 28; with intermediate grades (4-6) averaging a maximum of 34 with the desired maximum at 30; combined grades K-1 or 3-4 shall be covered by the primary ratio.
- 3. Intermediate School (Grades 7-8): 30.5 pupil contacts per class period average schoolwide with the desired maximum at 29.5 with core classes averaging a maximum of 33 pupils and no core class to contain over 36 students. The desired average maximum for core classes is 30.5.
- 4. Special Education Classes: Maximums per class are as follows:

Educationally Handicapped	12
---------------------------	----

B. Excluded from the above goals and desired maximums are classes in physical education, instrumental or vocal music, situations in which two or more individual classes are assembled together for special instructional purposes, modular or team teaching situations, any other similar situations, and also any "over-ratio" class for which the teacher or faculty involved so requests in writing.

C. In any situation where class sizes exceed the above goals and/or desired maximums, the following shall be the sole remedy: the teacher(s) concerned shall assist the site administrator in suggesting remedies to the situation. The site administrator shall present in writing selected remedies to the Superintendent. The Superintendent shall report to the Board of Education concerning all such classes, noting the location(s) and grade(s) and discuss those suggestions offered by the site administrator. [4:39]

E 6 HILLSBORO UNION HIGH SCHOOL DISTRICT 3JT AND HILLSBORO EDUCATION ASSOCIATION
 (Hillsboro, Oregon)
X [Item Numbers: 1,6,7,16,20]

ARTICLE II

STAFF WORK LOAD

E. Staffing

The District is mindful that a reasonable class load is desirable. The District will strive to maintain the following ratio of pupils to teacher:

Classroom	22 to 27
P.E.	30 to 35
Music	30 to 40 (exception - Band & Choral)

The District will strive to maintain the total student hour daily contacts for each teacher at or under:

Classroom Teacher	150
Music and P.E.	200

The aforementioned ratios and student hour daily contacts are subject only to levels 1 and 2 of grievance procedure. If a grievance in these areas is not resolved at level 2, the aggrieved may request and be granted a Board hearing. The Board shall schedule such a hearing no later than the next regularly scheduled monthly Board meeting provided the request is made at least forty-eight (48) hours prior to the meeting. If the request is not made within the forty-eight (48) hour period, the hearing shall be scheduled no later than the second regular Board meeting. Within five (5) days after the hearing the Board shall render a written decision that will be binding.

Special education, career cluster classes and shops or labs will generally not exceed state recommended class maximums.

Counselor loads will approximate a ratio of one counselor per 316 students.

Librarians - There will be one certified librarian and one support person for each of the junior high schools and one certified librarian with two support persons for each of the Mid and Senior High.

Teacher secretaries - In each of the District's schools there will be designated a teacher's secretary. The secretary, working half-time, will provide secretarial service to the teaching staff. [29:5-6]

E 7 WARREN CONSOLIDATED SCHOOLS AND WARREN EDUCATION ASSOCIATION
 (Warren, Michigan)
X [Item Numbers: 1,6,9,13,16]

ARTICLE XIII CLASS SIZE

Section 1

A minimum Districtwide allocation ratio for teaching personnel of 44 teachers per thousand students shall be in effect during the life of this Agreement.

WARREN CONSOLIDATED SCHOOLS (Continued)

Section 2

The following group ratios shall be in effect:

Elementary Classroom Teachers - 32 teachers per thousand students
 Secondary Classroom Teachers - 39.25 teachers per thousand students
 Elementary Special Services - 2.0 teachers per thousand students
 Secondary Counselors - 2.5 counselors per thousand students
 Special Education Personnel - 2.3 personnel per thousand students
 Librarians - 2 librarians per High School and 1 librarian per Junior High School

Section 3 Class Sizes and Averages

The following class sizes and averages shall be maintained by the District:

<u>Elementary Grades</u>	<u>Range</u>	<u>Average District Class Size</u>
Kindergarten	23-34	27
Reading Readiness	12-30	18
Grade 1	25-35	28
Grade 2	26-36	29
Grade 3	27-37	30
Grade 4	27-38	31
Grade 5	29-38	32
Grade 6	29-38	32
<u>Secondary Grades</u>	<u>Range</u>	<u>Average District Class Size</u>
Grades 7-8 (except for Band, P.E., & Music)	27-39	35
Remedial	17-29	25
Grades 9-12		
General	27-39	35
Remedial (punit, applied algebra, applied trigono- metry, or applied math)	17-30	26
Lab Science	25-38	35
Business	27-38	35
Typing	29-39	36
Industrial Arts	24-38	34
Drafting	28-38	34
P.E. Health-Pool	38-55	45
Vocational Education	22-35	32
Homemaking	25-37	32
Art	25-37	32
Nurses Aide	15-30	27
Commercial Foods	17-35	26
Counselors	360-400	385

Section 4

In cases where the upper limit of the range is exceeded, prompt action will be taken to find a solution acceptable to the involved teacher, the Association, and the Administration. Once an agreed upon solution has been found, it will be implemented.

Some example solutions are:

Open a new section
 Close enrollment
 Re-distribute students
 Employ a teacher-aide

WARREN CONSOLIDATED SCHOOLS (Continued)

Section 5

Music, chorus, band, orchestra, library, study hall, lunch duty, recess, and activity duties in both elementary and secondary schools shall be of sizes appropriate to the activity. [23:21-22]

E 8 FREEPORT SCHOOL COMMITTEE AND FREEPORT TEACHERS ASSOCIATION
 (Freeport, Maine)
X [Item Numbers: 2,7]

ARTICLE IX

CLASS SIZE

By the beginning of the 1973-74 school year, the maximum pupil-teacher ratio shall be as follows except as otherwise provided.

	Maximum
Elementary	30-1
Secondary	30-1
Special Education	
Emotionally disturbed	10-1
Trainable	10-1
Educable	15-1

Should methods of instruction change during the term of this contract this article shall be subject to renegotiation. [17:17]

E 9 DOUGLAS COUNTY SCHOOL DISTRICT RE 1 AND DOUGLAS COUNTY EDUCATION ASSOCIATION
 (Castle Rock, Colorado)
X [Item Numbers: 2,10,13]

ARTICLE SEVENTEEN - CLASS SIZE

- 17-1 The Board of Education establishes the following guidelines for numbers of professional personnel related to numbers of pupils at the beginning of each school year: (1) elementary not over 1:28 (classes of 26 or less are desirable for the first and second grades); (2) junior high not over 1:23; (3) senior high not over 1:19.
- 17-2 In regular secondary academic schedules, no teacher shall be responsible for over 150 pupil contacts per day. It is recognized that certain non-academic and quasi-academic subject areas such as music, physical education, and typing may be exceptions. It is further recognized that within a secondary building teachers and administrators may agree on experimental programs such as team teaching which will alter the guidelines. Since this section is intended for the protection of the students' instructional rights as well as the work load of the instructor, any exceptions must take into account the total potential for effective instruction.
- 17-3 Within the limitations of space and available funds the Board will maintain these ratios plus or minus 2.00 pupils.
- 17-4 In the secondary schools the following personnel will not be included in counting pupil-teacher ratio: (1) guidance; (2) psychologist; and (3) librarians.
- 17-5 At the elementary schools the following personnel will not be included in counting pupil-teacher ratio: (1) music and band instructors; (2) physical education teachers; (3) school psychologist; and (4) special education personnel.
- 17-6 Special consideration will be given as needed to multi-grade classrooms and non-graded and teaching situations. [6:18]

E 10 GLOVERSVILLE ENLARGED CITY SCHOOL DISTRICT AND GLOVERSVILLE TEACHERS ASSOCIATION
(Gloversville, New York)
[Item Numbers: 2,3,5,7]

ARTICLE III

TEACHING CONDITIONS

B. Class Size

1. The ultimate goal for the Gloversville Enlarged School District will be to maintain a manageable and realistic class size, consistent with available classroom facilities and willingness of the taxpayer to support the program taxwise.

	Goal
Kindergarten	20-22
Grades 1-3	20-24
Grades 4-5	24-27
Middle School	
(regular academic classes)	25-28
(school credit)	15-18
(remedial)	1-6
Senior High School	
(regular academic classes)	25-28
(school credit)	15-18
(remedial)	1-6
Industrial Arts	
(shops)	13-15
(mechanical drawing)	25-28
Physical Education	30-40
Homemaking	13-15
Music - Art	
(vocal - elementary)	20-27
middle school	25-28
senior high - elective)	open
(instrumental - elementary)	1-6
middle school	90-110
senior high)	90-110
Study Halls	
(middle school)	40-60 per teacher
(senior high)	40-60 per teacher
Emotionally disturbed	1-10
Educable Mentally Retarded	10-15
Trainable Mentally Retarded	1-10 [25:5-6]

E 11 TOLEDO BOARD OF EDUCATION AND TOLEDO FEDERATION OF TEACHERS
(Toledo, Ohio)
[Item Numbers: 2,7,13,15]

XI. CLASS SIZE

Both the Board and the Federation recognize the considerable difficulties involved in arriving at an equitable class size formula or limit. In consideration of pupil enrollment variables, the following provisions represent an effort to achieve fair class sizes through a revised system of ratios and limits. These provisions are to be in full force and effect during the life of this agreement unless otherwise altered by mutual consent.

A. The systemwide ratio shall be 30-1 (students to teachers) in K-8 schools and self-contained junior high schools.

B. In each individual school the student-teacher ratios shall not exceed 30-1 as follows: effective October 1, 1973, 70 percent of the schools; effective September 1, 1974, 75 percent of the schools; and effective September 1, 1975, 100 percent of the schools.

TOLEDO BOARD OF EDUCATION (*Continued*)

C. In computing the student-teacher ratio in A and B, above, only those teachers in the bargaining unit permanently assigned to an individual school the entire day each day of the week in a regular classroom instructional capacity exclusive of industrial arts, home economics, special education and federally funded supplementary teachers, shall be included as a teacher for computation purposes. Enrollments in kindergarten shall be computed at one-half when a teacher is assigned all day in one building.

D. In high schools the systemwide and individual school ratio shall not exceed 30-1 (students to teachers).

E. In each individual class (K-12) the maximum class size shall not exceed 33. In the event circumstances deem it necessary to exceed the maximum limit, written reasons will be given to the teacher with a copy furnished to the Federation and the following provisions shall apply:

1. At a class size of 34 a teacher overload payment of \$20 per instructional hour per year shall be paid the teacher at the conclusion of the school year.
2. At a class size of 35 or 36, the overload payment ceases and in its place the teacher shall be entitled to the services of an aide for one-half day.
3. At a class size of 37 or more the teacher shall be entitled to the services of an aide for the full day.
4. Initiation of requests for aides shall be by the teacher in writing. Appropriate forms shall be provided in each school.
5. For a teacher to qualify for the overload payment, the class size of 34 shall have been met for at least one-half of a semester.

F. The October enrollment count shall be used to establish final teacher class sizes, teaching assignments and school ratios.

These staff adjustments shall be completed no later than October 20. Earlier staff adjustment shall take place where enrollment figures indicate that later adjustments will be necessary, ideally within the first ten (10) school days after the opening of school. In all cases where it is necessary to change a teacher's schedule assignment due to enrollments, notification to the teacher will be in writing with a copy furnished to the Federation.

G. A school by school and class by class list will be supplied to the Federation not later than November 1, indicating individual teacher class sizes.

H. All state standards shall apply to special educational and vocational programs as maximum class size limits.

I. The administration of each school shall post on the official school bulletin board in each building a list of teachers and the number of pupils per class session that each teacher has been assigned. This list shall be posted on or before November 1, of each year.

1. In grades K-8 the above list also shall include the individual teacher's assignment.
2. In junior high, senior high and vocational schools the above list also shall include the subject titles and the hours that are being taught per individual teacher.

J. All classes or courses that require special equipment or stations such as chemistry, physics, vocational shops, drafting, language laboratories etc., shall be limited to the number of stations.

K. When insufficient enrollment at a particular school exists to meet at least a minimum school ratio of 27-1, the Board shall have the right to proceed under the reduced enrollment transfer section of this agreement, VIII, B.

L. The above class size maximums shall not apply to music, physical education and typing.

M. All class size provisions and limitations shall apply to art classes unless mutual arrangements are made between the teacher and principal. [28:26-27]

E 12 NORWALK BOARD OF EDUCATION AND NORWALK FEDERATION OF TEACHERS
 (Norwalk, Connecticut)
X [Item Numbers: 2,3,9,13,16]

ARTICLE XVIII

TEACHING HOURS AND TEACHING LOAD

1. It is recognized that the number of pupils assigned to a teacher has a relationship to the quality of instruction offered. The NFT and the Board will continue to consult to eliminate as rapidly as possible all instructional classes of heterogeneously grouped children in excess of twenty-six (26) students per class in grades K, 1, 2, twenty-seven (27) students per class in grades 3, 4, and 5, and thirty (30) students per class at the secondary level.

2. The Board intends to maintain the present pupil-teacher ratio of 25.7 to 1 at the elementary schools and 21.3 to 1 at the secondary schools, exclusive of team teaching, during the 1976-78 school years.

RATIO POSITIONS DEFINED

Elementary -- Included in the ratio are all grade level classroom teaching positions* and redeployed teaching stations.

Excluded from the elementary ratio are: Headstart, Physical Education, Art, Music, Traveling Librarian, all Special Education (including learning centers, learning disabilities, speech and hearing, visually handicapped, and gifted child), Corrective Reading, Language Development, Social Workers, Psychologists and all special grant positions such as Career Education, Bilingual, Project Developmental Continuity, etc.

Secondary -- Included in the ratio are subject area positions including Physical Education, Art, Vocal Music, and redeployed teaching positions.

Excluded from the secondary ratio are: Center for Vocational Arts, Special Education, Guidance Counselors, Librarians, (Planetarium, Young Mothers Programs), Social Workers, Psychologists, and all special grant positions such as Bilingual, Career Education, Aero Space, Vocational Education, Drop-out, etc. Released time for department chairmen (2/5) is not charged to ratio.

* Kindergarten enrollment is divided by 2 before ratio is applied.

3. It shall be the prerogative of the teacher and/or teachers to consult with their principal in an effort to resolve class size problems at the building level. The parties agree that the Administration, after consultation with the NFT, will, no later than October 5, 1976 submit to the Board of Education a plan to reduce excessively large classes in 1976-77 recognizing the distribution of enrollment, programs offered, ages of children, and utilization of personnel. The Board shall act on the proposal of the Administration at its Executive Session on the third Tuesday of October. The same procedures shall be implemented at the secondary level for the second semester no later than February 15, 1977. [8:24-25]

E 13 COMMUNITY SCHOOL DISTRICT NO. 60 AND LAKE COUNTY FEDERATION OF TEACHERS
 (Waukegan, Illinois)
X [Item Numbers: 2,4,8,13,14]

ARTICLE X

Class Size

A. The basis for the approval of classes to be scheduled will be the spring registration of students for the following school year. Allowance shall be made for those classes in which enrollments generally build up. It must be recognized that fall registrations may vary from those tabulated in the spring.

COMMUNITY SCHOOL DISTRICT NO. 60 (Continued)

B. K-6 Division. Class size should be held to twenty-five (25) pupils when possible. Classes which exceed twenty-eight (28) pupils shall be given assistance from an aide, if mutually agreed to by the teacher and the administration.

C. Schedule of Class Size for Junior High and High School. Class size in English, Mathematics, Social Studies, Science, Business Education:

1. Levels of Instruction (or their equivalent):

	<u>Maximum</u>	<u>Average</u>
Honors	35	30
Regular	35	30
General (includes Home Living)	30	25
Basic (includes Junior High Slow Reading)	24	20

2. Class Size in Other Departments:

	<u>Maximum</u>	<u>Average</u>
Home Economics (except Home Living)*	25	23
Junior High Home Economics*	20	--
Industrial Arts*	25	23
Junior High Industrial Arts*	20	--
Vocational Classes*	20	17
Art	30	25
(Junior High classes in Art may be determined by the number of students in a "regular" section.)		
Foreign Languages	35	30
Music (Upper limits determined by the capacity of the room)		
Physical Education (36 Maximum with one teacher)		
(72 Maximum with two teachers)		
Safety and Driver Education	35	30
R.O.T.C.	35	30

* Class size will be limited by the number of teaching stations except in Junior High School where temporary teaching stations may be arranged up to the limits of this schedule. Where the number of students exceeds the number of teaching stations in the Junior High, the teacher shall be given assistance from an aide, if mutually agreed to by the teacher and the administration.

It is recognized that methods of teaching make it possible, desirable and effective to utilize larger groups for some instruction. Class sizes, as indicated above, may not apply in these cases. As example: films, modular scheduling, team teaching, may effectively utilize large group instruction.

D. Classes with Small Enrollment. If a class does not have sufficient enrollment, the possibility of combining it with another class or offering it in alternate years shall be explored.

E. Experimental Classes. A class set up for experimental purposes may deviate from class size limitations. At the end of one year, the experiment shall be evaluated and the conclusions and recommendations reported to the Board. [13:14-15]

E 14 BOARD OF EDUCATION OF THE CITY OF HARTFORD AND HARTFORD FEDERATION OF TEACHERS
X (Hartford, Connecticut)
 [Item Numbers: 2,10,16,17,20]

ARTICLE X

CLASS SIZE LIMITATION

1. The determination of class size for the purpose of this article shall be made as of October 31, or the first school day thereafter, of each school year. The Board agrees that:

- (a) No regular academic elementary class (K-3) shall exceed 25 students, excepting experimental teaching situations or classes specifically established for larger group instruction.

BOARD OF EDUCATION OF THE CITY OF HARTFORD (Continued)

(b) No other regular academic class shall exceed 27 students, excepting experimental teaching situations or classes specifically established for larger group instruction.

(c) An increase of up to 3 students over the above limits shall be allowed after consultation with the classroom teacher or teachers involved.

(d) Regular MIA's as found in follow-through classes are not considered experimental classes and are subject to the provisions of this article. The teaching load for the individual teacher in the MIA shall be determined by the number of students divided by the number of teachers.

2. Any teacher affected by an increase exceeding the limits set in 1 (c) above shall have 10 days from October 31 or 10 days from any increase, whichever is later, to request a meeting with the principal, a Union representative and all other teachers at the same grade level or in the same department at the school. Such meeting shall be held within five school days of such request.

3. If the matter is not settled satisfactorily, the Union may refer the question to a Class Size Review Board, which shall be established to hear such questions. In determining whether to refer such a question involving a high school class, the Union shall consider the overall student load of the teacher involved. The Review Board shall be composed of up to 3 teachers selected by the Union and up to 3 administrators selected by the superintendent. In case there is no mutually satisfactory resolution to the problem, the Union shall have the right to appeal to the Board in the manner specified in Article IV, section 3 [outlining the grievance procedure]. [7:15-16]

E 15

ANN ARBOR BOARD OF EDUCATION AND ANN ARBOR EDUCATION ASSOCIATION
(Ann Arbor, Michigan)
[Item Numbers: 2,3,4,8,9,13,14,15,16,18]

7.000 PERSONNEL CONDITIONS OF WORK

7.100 Teaching Assignments

7.130 Class Size

7.131.1 At the Elementary School level, excluding kindergarten, the ratios of students to teachers assigned to each building for regular classroom purposes shall not exceed:

1975-76	Grades 1-3	Ratio of 27:1
	4-6	Ratio of 28:1
1976-77	Grades 1-3	Ratio of 26:1
	4-6	Ratio of 27:1
1977-78	Grades 1-3	Ratio of 25:1
	4-6	Ratio of 27:1*

Except in special category schools where the ratio shall be 24:1.

*(For the 1977-78 school year the Board agrees with the desirability of staffing grades 4-6 at an ultimate ratio of 26:1 but the Association recognizes that financial resources might not be conducive to achievement of this goal.)

The parties recognize that certain compelling circumstances (such as space available without resorting to portables or interbuilding transfers of students) may prevent full adherence to the above reductions in certain buildings. In this case, the parties agree to meet to explore feasible means to achieve compliance or adoptions of alternatives to relieve the consequences of unavoidable, continuing noncompliance. (This qualifier shall also be construed as applicable to the implementation of 7.132.1)

ANN ARBOR BOARD OF EDUCATION (Continued)

- 7.131.2 Regular kindergarten classes shall not exceed twenty-six (26) students per kindergarten section, except in special category schools, where kindergarten classes shall not exceed twenty-two (22) students. Non-regular kindergarten classes in which kindergarten students number thirteen (13) or more [eleven (11) or more in special category schools] shall be treated as kindergarten classes for the purpose of establishing the class size maximum and shall be excluded from the building ratio. The Board shall not be required to establish a kindergarten section composed entirely of kindergarten students in a given building unless a minimum of nineteen (19) kindergarten students have enrolled, except in special category schools, where the minimum shall be eighteen (18). The Board shall not be required to establish a second kindergarten section composed entirely of kindergarten students in a given building unless a minimum of nineteen (19) kindergarten students above the kindergarten class size maximum have enrolled, except in special category schools, where the minimum shall be eighteen (18) above the kindergarten class size maximum.
- 7.131.3 Special program teachers shall be assigned to a building on a ratio to classroom teachers equalized on a systemwide basis.
- 7.131.4 Supportive staff of helping teachers, teacher aides, reading consultants, special service staff of social workers, speech correctionists, school psychologists and nurses will be provided to supplement regular classroom programs on the basis of pupil ratios established in the appropriate section of this Agreement. Assignment will be made on the basis of need as defined by the categorization of schools.
- 7.132.1 When the total number of students in a building exceeds the MBSP* by 15 or more, an additional teacher will be added to the staff. The additional teacher means that the building now has a new maximum building student population. This new MBSP must be exceeded by 15 or more students before another teacher must be added.
- The building principal and the professional staff may jointly decide to add two (2) full time teacher aides in lieu of the full time classroom teacher.
- *Definition MBSP. The Maximum Building Student Population is the product of the number of full time equivalent 1-3 classroom teachers times the negotiated 1-3 class size ratio plus the product of the number of full time equivalent 4-6 classroom teachers times the negotiated 4-6 class size ratio.
- 7.132.2 Kindergarten classes shall be excluded from the total building population for purposes of implementing this provision. Each kindergarten student placed in a class which is not a kindergarten class shall be counted as one (1) student for purposes of establishing the building ratio.
- 7.133 A proposal for teacher distribution shall be developed jointly by the building professional staff and the building principal and approved by the building principal. The Board shall furnish copies of approved elementary staffing to the Association.
- 7.134 Class size in the elementary schools shall not exceed thirty (30) students, or twenty-six (26) students in special category schools, for normal classroom instruction, except in kindergartens, where class size shall not exceed the maximums set forth in this Agreement, unless, in that building, it should be determined to use teacher aides and the teacher in the classroom so affected agrees to the increase and receives direct assistance from teacher aides or unless the teacher and the principal mutually agree on a different means of relief. This does not include experimental, innovative or team teaching situations that have been jointly decided upon by the building professional staff and the building principal and approved by the building principal, and which may result in instructional groups of varying size for portions of the school day.

ANN ARBOR BOARD OF EDUCATION (Continued)

- 7.135 For the life of this Agreement, special category schools shall be identified by criteria including, but not limited to:

Identified behavioral problems
 Peer acceptance
 Identified home problems
 Rates of absenteeism
 Levels of academic achievement
 Physical handicaps

These criteria are subject to examination and change, upon mutual agreement of the parties.

- 7.136 At the Intermediate School Level, class size limits shall be:

Art-----	30	Speech-----	30
Foreign Language-----	30	Unified Studies-----	31
Science-----	30	Physical Education-----	40
Social Studies-----	33	Swimming-----	40
English - 2 Level----	21	General Music-----	36
- 3 Level----	26	Business Education-----	31
- 4 Level----	31	Home Economics-----	29
Core-----	30	Industrial Arts-----	28

Students requiring remedial reading help should be taught by qualified teachers on a tutorial basis and/or in regularly scheduled small groups.

Math ----- 2 Level--21
 ----- 3 Level--26
 ----- 4 Level--31
 ----- 9 Level--36

Class sizes within the limitations above will be determined by the nature of the program and the learning stations available. The determination of program, consistent with this Agreement, shall remain the responsibility of the Board.

- 7.137 High School level class size limits shall be 33, except as specified differently below:

English

105 Mass Media -----	29
107-108 English Narrative -----	29
109-110 Skills -----	29
111-112 American Heritage -----	29
117 Second Language -----	15
135 Radio Speech -----	29
137-138 Creative Writing -----	29
139 Debate -----	29
173-174 Stagecraft -----	29
175-177 Theater Workshop -----	29
190 Independent Study -----	20

Business Education

(where not determined by state reimbursement standards)

Typing -----	Work Stations
625 Office Management -----	29
641 COE -----	150

ANN ARBOR BOARD OF EDUCATION (Continued)

Home Economics

(where not determined by state reimbursement standards)

Lab (Clothing, Foods) -----	29
680 Food Merchandising -----	20

Social Studies

203 Comm. Dynamics -----	29
205 World Problems -----	29
207-208 American History (Her.) ---	29
245-246 Humanities Seminar -----	29
290 Independent Study -----	20

Math

309-310 Basic Math -----	25
311-312 Essential Math -----	25
313 Industrial Math -----	25
365-366 Computer Math -----	25

Science

402 Horticulture -----	29
403-404 Life Science -----	29
403-404 Plant-Animal Science -----	29
407-408 Conservation -----	29
407-408 Ecology/Natural Resources -	29
409 Photography -----	29
411-412 Aerospace -----	29

Foreign Language

First Year -----	29
Combined Sections -----	25

Art

Lab courses -----	29
-------------------	----

Industrial Arts

(where not determined by state reimbursement standards or where size is determined by learning stations available)

745 Vocational Home Building -----	15
------------------------------------	----

Music

Performing Groups -----	151
Piano -----	29
Voice -----	29
Guitar -----	29
Music Appreciation -----	41

Driver Education ----- 34Physical Education

Classes -----	51
918-919 Water Safety -----	25
918 Diving -----	25
961-963 Gymnastics -----	40

PCP ----- 15

ANN ARBOR BOARD OF EDUCATION (Continued)

CHS Forum ----- 26

Basic Education ----- 19

Class sizes within the limitations above will be determined by the nature of the program and the learning stations available. The determination of program, consistent with this Agreement, shall remain the responsibility of the Board.

- 7.138 In the event class size maximums are exceeded in the Junior and Senior High Schools, teachers shall be paid at the rate of fifty dollars (\$50.00) per class per semester for each student above the maximum, provided that classes meeting on alternating days shall be accordingly prorated. Class size shall be determined by the number of students enrolled in each class on the fourth Friday of each semester. Payment for overload shall be made on or before the pay period nearest the end of the semester. [22:59-65]

E 16 BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF PHILADELPHIA AND PHILADELPHIA
X FEDERATION OF TEACHERS
 (Philadelphia, Pennsylvania)
 [Item Numbers: 2,5,7,13,16,18,19,20]

ARTICLE T-XII--CLASS SIZE

1. The Board and Federation recognize the desirability of reducing class size through both control of pupil-teacher ratio and maximum class size.

2a. The Board of Education has established goals of a maximum class size of 30 in elementary schools and 25 in secondary schools. As a first step towards these goals, the Board has already placed a maximum class limitation of 30 in classes in the elementary school Education Improvement Program. The Board has begun the reduction of the pupil-teacher ratio in all schools. Specialist teachers, remedial teachers and administrative assistants are no longer counted in the pupil-teacher ratio.

2b(i). In each school year through August 31, 1975, the Board will expend \$800,000 for the reduction of the maximum class size in the regular classes of elementary schools, junior high schools, senior high schools and in the academic classes of the technical high schools to 35 with a goal of 33.

2b(ii). Where, for one of the reasons set forth in Section 3 of this Article, it is impossible to reduce the maximum class size to the figure above stated an amount of the funds above mentioned equal to the cost of reducing class size in that school to the number of pupils aforesaid shall be utilized to:

1. Hire additional teachers
2. Cover the cost of space rentals
3. Provide supplementary supplies and equipment to teachers whose classes exceed the 35 pupil maximum.

A joint committee of the Administration and Federation will be established to agree upon the allocation of these funds. As of November 10 of each year, two-thirds of the total amount allocated will be committed, and by February 15 of each year, the remaining one-third of the total will be committed.

2b(iii). Effective September 1, 1975, maximum class size enrollment in regular classes shall be reduced to 33. To achieve this reduction, the sum of 8.4 million shall be expended for the 75-76 school year. Of this sum up to \$.3 million may be spent for the rental of classroom space needed to bring about the reduction of class size. Any amount not expended shall be expended for the purpose of providing additional classroom teachers to further lower maximum class size enrollment. The joint Federation-Board committee will monitor and study the application of these funds. This committee will immediately review matters related to class size on a continuing basis.

2c. In addition to the foregoing, the Board has established the following class size maxima:

2c(i). Technical school

2c(i)(a). Shop class - 24

2c(i)(b). Adjustment Program Class - 15

2c(ii). Kindergarten - 30

2c(iii). EIP classes - 32

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF PHILADELPHIA (Continued)

2c(iv). Special classes for:

2c(iv)(a). Retarded educable - 18

2c(iv)(b). Remedial disciplinary - 15

2c(iv)(c). Hearing handicapped - 12

2c(iv)(d). Orthopedic handicapped - 12

2c(iv)(e). Special English - 24

2c(iv)(f). Emotionally disturbed - 8

2c(iv)(g). Retarded Trainable - 12

2c(iv)(h). Blind - 10

2c(iv)(i). Institutions - 15

2c(iv)(j). Visual handicapped - 15 with an early objective of 12.

3. Where the maximum class sizes established by the Board are exceeded, the principal shall give the reason in writing to the teacher of the class in which this has occurred and to the Superintendent of Schools. Where the teacher or the Federation questions the validity of the principal's reason, a grievance may be filed. Acceptable reasons for exceeding stated class size maxima may be:

3a. There is no space available;

3b. Observing the stated maximum would require placing classes on a short time schedule;

3c. A larger class size is necessary and desirable for specialized or experimental instruction.

4. The limitations of class size set forth in Section 2 of this Article shall not apply to library, music, assembly or forum type classes.

5. The parties recognize that Team Teaching may require that a teacher meet from time to time with a larger number of children than permitted by the above class size limitations. Fulfillment of such requirements shall be equitably distributed among all the teachers in the Team; and, in any event, the number of pupils assigned to a Team shall not exceed the product of the number of teachers in the Team and the appropriate maximum number of pupils stipulated in Section 2 of this Article. [30:52-53]

E 17 BOARD OF EDUCATION OF BALTIMORE COUNTY AND TEACHERS ASSOCIATION OF BALTIMORE COUNTY (Towson, Maryland) **X** [Item Numbers: 3,9,14]

Staffing

9.15 The Board shall include in its budget sufficient funds to provide a staffing ratio of at least 61 professionals per 1,000 pupils.

Included in this allotment shall be a sufficient number of teachers to keep the average class size or teacher load at the figure indicated in the table below:

Kindergarten 25

Grades 1 - 3 27

Grades 4 - 6 29

Sec. Teacher Load .150

9.15.2 An analysis will be made by November 15 of class size and each assignment which exceeds these guidelines will be reported to the Superintendent and to the Association. The Board will continue to use aides, if possible, to alleviate situations where excessive class sizes exist. [19:32-33]

E 18 RIO SCHOOL DISTRICT AND RIO TEACHERS' ASSOCIATION (Oxnard, California) **X** [Item Numbers: 3,4,13,15]

ARTICLE VIII

CLASS SIZE

1. In no event shall class size exceed the following maximums except in traditional large group instruction or experimental classes where the Association has agreed in writing to exceed these maximums. Every attempt shall be made to level off class sizes to assure teachers share the teaching load.

RIO SCHOOL DISTRICT (Continued)

<u>Elementary</u>	<u>Maximum</u>	<u>Yearly Average</u>
Kindergarten	31	31
First/Second/Third Grade	31	30
Fourth-Sixth Grade	32	31

<u>Junior High</u>	<u>Maximum</u>	<u>Yearly Average</u>
English	32	31
Social Studies	32	31
Mathematics	32	31
Science	32	31
Foreign Language	32	31
Typing	Not greater than	40
Industrial Arts	Not greater than	40
Homemaking	Not greater than	40
Music - Choral	Not greater than	40
Music - Instrumental	Not greater than	40
Art	Not greater than	40
Physical Education	Not greater than	40
Others	35	

2. Maximum class size may not be exceeded for longer than three (3) weeks.
3. Transfer of children to maintain equitable distribution shall be on a basis of last enrolled, not on randomly selected children.
4. Should the Association and the Board agree during the term of this Agreement that that such maximums may be exceeded in certain specified instances, teachers who are assigned classes which exceed the above maximum standards shall receive additional compensation for classroom materials per additional pupil per school year. [3:7-8]

E 19 SCHOOL COMMITTEE OF THE TOWN OF LISBON AND LISBON EDUCATION ASSOCIATION
 (Lisbon Falls, Maine)
 [Item Numbers: 3,6,7,13,20]

ARTICLE IX

CLASS SIZE

The parties recognize the desirability of reducing teacher-pupil ratio and class size in certain areas of instruction and further recognize that for many learning experiences the following teacher-pupil ranges may be desirable and should not be exceeded:

<u>Grade*</u>	<u>Range</u>
Kindergarten	18-25
1-2-3	18-27
4-6	20-30
7-12	15-30
Vocational Education	15-25
Physical Education	30
Special Education	15 maximum

*Excluding team teaching, large group instruction and experimental programs.

Nothing in this Article shall be construed to be a contractual obligation on the part of the Committee. [18:13-14]

E 20 PEABODY SCHOOL COMMITTEE AND PEABODY FEDERATION OF TEACHERS
 (Peabody, Massachusetts)
X [Item Numbers: 3,7,8,13,17]

ARTICLE III

WORKING CONDITIONS

A. Class Size (effective September 1970)

1. As space is available, no class in grades Kindergarten through six shall have more than twenty-six (26) pupils.
2. In grades seven, eight and nine no more than ten per cent (10%) of the academic classes shall exceed twenty-eight (28) pupils and no class shall exceed thirty-five (35) pupils.
3. No class shall be established in the high school having less than ten (10) pupils and no class shall exceed thirty-five (35) pupils.
4. English classes are to be established at a maximum of twenty-eight (28) pupils per teaching period, but not to exceed a total of one hundred twenty-five (125) pupils per English teacher.
5. Non-English speaking classes shall not exceed twenty (20) pupils per teaching period.
6. Educable retarded classes shall not exceed eighteen (18) pupils per classroom.
7. Trainable retarded classes shall not exceed twelve (12) pupils per classroom.
8. Commercial, home economic, language and science labs, and Industrial Arts Shops shall not exceed the number of pupil stations.
9. Exceptions to the foregoing class size maxima shall be allowed for purposes of experimentation, innovation, or areas normally considered large group activity.
10. A joint subcommittee of the parties will explore the feasibility of employing instructional aides in the science laboratories and in the classrooms. It shall be a goal of the parties to seek and experiment with combinations of teachers and instructional aides which, when implemented through attrition, will maintain the quality of education without increasing the total labor cost, and possibly with a decrease in the total labor cost. [20:11-12]

E 21 WATERFORD BOARD OF EDUCATION AND WATERFORD FEDERATION OF CLASSROOM TEACHERS
 (Waterford, Connecticut)
X [Item Numbers: 3,8,10,13,14]

VII. WORKING CONDITIONS

40. Class Size: Desirable enrollment for classrooms in the Town of Waterford is as follows:

<u>Grade Level</u>	<u>Number of Pupils</u>
K-1	23
2-3	24
4-6	25
7-8	26

All Waterford High School courses shall be offered with the clear understanding on the part of the pupils that a course will be withdrawn if less than ten pupils are registered for the course unless approval is obtained from the Board. Board action should be obtained at a date sufficiently early for the pupils affected to select their courses.

At Waterford High School, a sequence or pattern of courses shall be continued only when the first course of the sequence or pattern has an enrollment of fifteen or more or when prior Board approval has been granted.

It approved highly desirable sequences, with low registrations, every effort shall be made to increase the registration in the first course of the sequence with properly qualified students.

A new sequence of courses shall be recommended by the Superintendent only if it is expected that the registration in the last course of the sequence will be above the desired lower limit of ten.

- a. Exceptions to the above desirable maximums shall be acceptable in Music 7-8, Physical Education, Chorus, Band, study halls and library classes.
- b. Student enrollment should not exceed by more than five (5) the maximum established.

WATERFORD BOARD OF EDUCATION (Continued)

- c. Enrollment for grade levels shall be arrived at by using the average number of students in a particular grade level in each individual school.
- d. During the course of a school year, if class size enrollment exceeds the maximum established, the Board should endeavor to correct the situation by the employment of one of the following, whichever is most practicable: 1) hiring a new teacher, 2) hiring a teacher's aide, 3) reassignment of students or 4) transfer of students. The use of classroom aides should be a measure only for the remainder of any one school year. The following school year a balance should be reached by the opening of a new class at the appropriate grade level, or one of the alternatives stated in section d-1), 2), 3), 4).
- e. The Board shall furnish monthly enrollment figures to the President of the Federation.
- f. The number of students should not exceed the number of student stations in special areas such as in fine arts and industrial arts.
- g. It is understood by the Board and the Federation that class sections in grades 7-8 are established in accordance with the students' scholastic ability. Therefore, maximum class size as set forth in this article may apply to superior, above average and average groupings. It is therefore further understood that below average and developmental and other remedial groups may have a lower maximum than those above stated. [9:12-13]

E 22 CITY SCHOOL DISTRICT OF THE CITY OF SCHENECTADY AND SCHENECTADY FEDERATION OF TEACHERS X (Schenectady, New York) [Item Numbers: 3,4,7,13,14,17]

11. CLASS SIZE

11.1 GENERAL

All classes shall be limited by the number of stations provided, the desks and seats available, the laboratory spaces, the size of the area as prescribed by New York State Law, the number of patients available for nursing students, and above all by safety in supervision. Nothing contained in Section 11 shall require the Board to add in any one year more than ten (10) full-time teacher positions or their equivalent.

11.2 ELEMENTARY

11.2.1 The following shall be the maximum class size for the elementary school level:

Pre K through Grade One	25
Grades Two through Six	30
Split Classes Grades Two through Six	27

Except in Title I schools where Pre K through Grade Two class size will be a maximum of 25.

11.2.2 MUSIC AND ART

Teachers of art shall serve a maximum of twenty (20) classes per week, Grades 1-6, special education classes included, an average of sixty (60) minutes per class. Frequency of visitations may vary within the allotted time, according to the needs of the particular subject area.

Teachers of music shall serve a maximum of forty-one (41) classes per week, Grades 1-6, special education classes included, an average of thirty (30) minutes per class. Frequency of visitations may vary within the allotted time, according to the needs of the particular subject area.

11.2.3 LANGUAGE DEVELOPMENT

Language development teachers shall have no more than eight (8) pupils per group. If necessary, children needing certain special instruction may be met on an individual basis. A determination for individual instruction shall be made as a result of a conference among the language development teacher, the child's teacher, and the principal. The language development teacher shall make a written report on each pupil at the end of the school year and at the time a pupil leaves the language development teacher's care.

11.3 SECONDARY

11.3.1 The following shall be the maximum class size for secondary schools:

CITY SCHOOL DISTRICT OF THE CITY OF SCHENECTADY (Continued)

Advanced, Regents and classes of average ability	32
Slow Learners	26
Language Classes	32
Physical Education	40
Industrial Arts--5th and 6th grades	20
Industrial Arts--7th and 8th grades	24
Home Economics--5th and 6th grades	20
Home Economics--7th and 8th grades	24
Study Halls--extra duty assignment	32 (per teacher)

11.3.2 The School District and the teachers involved will endeavor to provide complete sequential programs.

11.3.3 Teachers whose only assignment is the supervision of study halls shall not average more than 60 pupils per period unless a teacher aide is assigned.

11.3.4 Students in programs with mandated hours shall be guaranteed sufficient instruction for admission to the licensing exam.

11.3.5 The maximum class size for vocational classes shall be 20 with the following exceptions:

Mechanical Drawing	23
Drafting	23
Blueprint Reading	23
Related Math and Science	23
Practical Nursing	27
(All on site hospital activities: 10 per teacher)	

11.3.6 Vocational Teachers Shall:

- Teach shops where students are of the same grade level wherever possible.
- Teach in a minimum number of rooms.
- Not be required to do other than routine maintenance and repair.
- Be required to meet only State requirements for certification.
- Be encouraged to complete requirements for a four-year college degree.

11.3.7 The Board shall make every reasonable effort to ensure that no guidance counselor has a case load in excess of 350 pupils.

11.4 SPECIAL EDUCATION

11.4.1 Definition. A "Special Education teacher" is one assigned primarily to provide supplemental or full time services to handicapped children. This includes, but is not limited to, teachers of the trainable mentally retarded, educable mentally retarded, neurologically impaired, partially sighted, hard-of-hearing, orthopedically handicapped, emotionally disturbed, and speech handicapped.

11.4.2 The number of handicapped students under the supervision of the Special Education teacher shall not exceed the following:

Physically handicapped--(classes or resource programs for the hard-of-hearing, orthopedically handicapped, neurologically impaired, partially sighted and perceptually handicapped)

Elementary	10
Secondary	15
Emotionally Disturbed & Socially Maladjusted	10 (full time per day)
Trainable Mentally Retarded--(I.Q. 25-50 with a chronological age range not to exceed four (4) years)	
Under the chronological age of 12	10
Over the chronological age of 12	12

CITY SCHOOL DISTRICT OF THE CITY OF SCHENECTADY (Continued)

Educable Mentally Retarded--(I.Q. 50-75 with a chronological age range not to exceed three (3) years)

Elementary	15
Secondary Placement	18

Special area teachers shall not be assigned two different types of special education classes within one period.

11.4.3 A child who is regularly assigned to a special class and who attends a regular class shall be counted as a regular pupil when computing the regular class size.

11.5 The numbers mentioned for all classes shall indicate the number of children assigned and shall not be a restriction for regrouping for special instruction when mutually agreeable to the teacher, the Federation and Administration.

11.6 Except for the provisions of paragraph 11.4 where state law shall prevail, if the number of children assigned to a class exceeds the maximums set herein by October 15, the administration and the Federation will meet to determine if corrective action should be taken by reassignment of children within the school, reassignment of children to home districts, reassignment of teachers, and/or addition of teachers or teacher aides. Correction by addition of teacher aides shall be normally on the basis of 1/2 time aide for an overage of up to 3 students.

Any overage after October 15th may similarly be adjusted by the joint agreement of the Federation, Administration, and the teacher involved. [26:38-40]

E23 BOARD OF EDUCATION OF SCHOOL DISTRICT 59 AND TEACHERS' COUNCIL OF SCHOOL DISTRICT 59 (Arlington Heights, Illinois) [Item Number: 11]

7.0 General Provisions

7.3 Classes

Historically and philosophically the Board of Education is committed to make every effort to allocate extra funds to decrease class size. The Board of Education pledges to continue to support this program. [14:22]

E24 BOARD OF TRUSTEES OF PLACER UNION HIGH SCHOOL DISTRICT AND ASSOCIATED TEACHERS OF PLACER (Auburn, California) [Item Numbers: 11,12]

ARTICLE XI

CLASS SIZE

1. Class size in the high schools of the Placer Union High School District will be affected by several variables:
 - A) type of class
 - B) abilities of the instructor
 - C) financial conditions of the District
 - D) use of paraprofessional assistance
 - E) size of facility
 - F) safety of students
2. Class size traditionally varies throughout the school year. Opening enrollment tends to produce the peak class size which then is reduced throughout the year as students transfer out, graduate at mid-year, or drop school.

BOARD OF TRUSTEES OF PLACER UNION HIGH SCHOOL DISTRICT (Continued)

3. It shall be the policy of the District to allow class sizes to be determined by the principal of each school after consultation with department chairpeople and curriculum steering committees.
4. Recommended and maximum class size will be developed in each instructional area at each school by the principal for Board approval. Maximum class sizes will not be exceeded without mutual consent of principal and teacher. [2:18-19]

E 25 DADE COUNTY PUBLIC SCHOOLS AND UNITED TEACHERS OF DADE
X (Miami, Florida)
 [Item Number: 12]

ARTICLE XIII

CLASS SIZE

For the school year 1975-76 the Union and Board agree that class size optimums are established and that said optimums are set in accordance with the unit allocation formulas indicated in the Handbook for Computing Unit Allocations to Schools, 1975-76 such that the number of students shown in the allocation formulas shall be deemed the optimum class size per certified teacher for all applicable categories and positions. [11:9]

E 26 BOARD OF SCHOOL TRUSTEES OF THE ELWOOD COMMUNITY SCHOOL CORPORATION AND ELWOOD CLASSROOM
X TEACHERS ASSOCIATION
 (Elwood, Indiana)
 [Item Number: 12]

ARTICLE IV

FAIR PRACTICES

- H. Class sizes at the High School will be determined by the rules and regulations of the North Central Association of Secondary Schools and Colleges as long as membership is maintained in this organization. Should membership be interrupted or discontinued in the NCA, consideration for class size and load will be based on standards set by the General Education Commission for classification of schools.

Due to the fact that the Junior and Senior High Schools have similar patterns of departmentalized instruction, the Junior High School will attempt to maintain the same standards on class size and load that are being used at the high school level.

Consideration for class size at the elementary level will be based on the standards established by the General Education Commission for school classification. [15:8]

E 27 BOARD OF TRUSTEES OF SCHOOL DISTRICTS ONE AND A AND GREAT FALLS EDUCATION ASSOCIATION
X (Great Falls, Montana)
 [Item Number: 15]

ARTICLE IX -- HOURS AND OTHER CONDITIONS OF EMPLOYMENT

9.6 CLASS SIZE

1. All decisions on teacher-student ratios and class size shall be made by the Board of Trustees.
2. In the event of a substantial loss of revenues or substantial impact of students to the District or any attendance area thereof this section shall be immediately opened to be rebargained.

BOARD OF TRUSTEES OF SCHOOL DISTRICTS ONE AND A (Continued)

3. Teachers who are assigned classes in which the total aggregate enrollment exceeds minimum state standards in effect March 8, 1976 (Standards for Accreditation of Montana Schools, 231.2, 231.3, 232.2) shall be compensated for each student or major fraction thereof in excess of said standards for each class. (Kindergarten classes shall use the same standard as grades 1 and 2.) The rate for elementary classroom teachers shall be \$90 per semester for each student or major fraction thereof in excess of the said standards. The rate for junior and senior high school classroom teachers shall be one-third of the elementary rate for each student or major fraction thereof in excess of said standards. Total aggregate enrollment will be submitted by the teacher within five (5) working days after the completion of the semester and shall be computed by dividing the aggregate number of pupil instruction days in each semester of the regular school term by the number of days of pupil instruction in each semester of the regular school term.
4. Where maximum numbers within a particular building, subject area, or grade level must exceed state standards, reasonable effort(s) will be made to distribute excess students among the teachers assigned to that grade level or subject area. [24:24]

E 28 WICHITA BOARD OF EDUCATION AND NATIONAL EDUCATION ASSOCIATION-WICHITA
X (Wichita, Kansas)
 [Item Numbers: 16,17]

ARTICLE XXI: CLASS SIZE

Section A: General Purpose

Paragraph 1: The parties agree that it is desirable to maintain class size at a reasonable level. With this as an objective, the Board has adopted policies on class size which establish guidelines for developing class size.

Section B: Class Size Review

Paragraph 1: In order to provide the teacher with a process to review the implementation of Board policies on class size or to consider a class size situation which the teacher considers to be educationally unsound, the parties have established the following process.

Section C: Building Level

Paragraph 1: The teacher confers with his/her principal regarding the problem. Teachers shall allow the principal ten (10) contract days to implement an acceptable solution.

Paragraph 2: If no solution has been effected after ten (10) contract days, the teacher may refer the matter to the School Building Committee. The School Building Committee may consider the matter or appoint a faculty committee to study and report on the matter. Such committee shall confer with the principal and study all facets of the matter and shall make a written report to the teacher, the principal, and the Association on the merits of the problem and possible solutions.

Paragraph 3: If recommendations are included in the report within ten (10) contract days the principal shall respond to the committee. Such response shall set forth those proposed or already implemented steps designed to meet the recommendations of the committee. If any recommendations of the committee are not deemed feasible, the response shall include reasons why the recommendation will not be implemented.

Paragraph 4: If no solution has been effected after ten (10) contract days, the School Building Committee, in cooperation with the concerned teacher, submits the problem to the appropriate division director (elementary, secondary, or vocational) documenting the conditions and making recommendations regarding possible solutions.

Paragraph 5: The communication may include, but need not be limited to:

- (a) A statement of the specific request, resource required, and how resource will be utilized.
- (b) The means considered and utilized to resolve the condition within the school.

WICHITA BOARD OF EDUCATION (Continued)

Paragraph 6: The division director shall respond in writing to the teacher with copies to the principal and School Building Committee Chairperson, and the Association. Such written response shall be supplied within fifteen (15) contract days of receipt of the initial communication.

Paragraph 7: If the teacher and/or School Building Committee deem(s) the response made by the division director unacceptable, the School Building Committee and/or teacher may submit the matter to the appropriate District Class Size Committee.

Section D: District Level

Paragraph 1: There shall be two standing District Class Size Committees. One committee shall be comprised of professionals knowledgeable about elementary class size problems, and one committee shall be comprised of professionals knowledgeable about secondary school class size problems. Each committee shall consist of three (3) teachers appointed by the Association President and three (3) administrators appointed by the Superintendent. Each committee will act upon any matter referred to it by any faculty committee.

Paragraph 2: Each committee shall meet as needed to consider matters from the teachers and School Building Committees.

Paragraph 3: After studying any matter referred to it, the District Class Size Committee shall make a written report to the Deputy Superintendent of Schools. The District Class Size Committee shall include in its report all relevant information among which may be recommendations of the Committee, teachers, School Building Committee, other faculty committees, principal, division office, and such other matters as it deems appropriate. A copy of the report shall be provided to the Association.

Paragraph 4: The Deputy Superintendent of Schools shall respond in writing to the report and recommendations of the District Class Size Committee within ten (10) contract days after receipt. The Deputy Superintendent's response will set forth those proposed or already implemented steps designed to meet the recommendations of the District Class Size Committee. If any recommendation of the committee is not deemed feasible by the Deputy Superintendent, he/she will include in his/her response all reasons why the recommendation will not be implemented. Copies of the Deputy Superintendent's response will be provided to the appropriate Class Size Committee, the principal, the School Building Committee Chairperson, the teacher or school faculty who referred the matter, and to the Association.

Section E: Annual Review

Paragraph 1: A cooperative effort shall be made to provide the District Class Size Committees relevant school information necessary for carrying out their functions. The District Class Size Committees shall act jointly and are encouraged to meet at least quarterly to study class size data, methods of allocation of staff, and staffing patterns in the schools and shall prepare and submit a report and recommendations to the Superintendent annually by March 1 of each year. A copy of the report shall be provided the Association. [16:55-57]

E 29 BOARD OF EDUCATION OF CAESAR RODNEY SCHOOL DISTRICT AND CAESAR RODNEY EDUCATION
X ASSOCIATION
 (Camden-Wyoming, Delaware)
 [Item Number: 17]

ARTICLE VII

CLASS SIZE

The Board and the Association agree to establish a Class Size Committee at the request of either party. The Committee shall consist of four (4) members appointed by the Superintendent and four (4) members appointed by the Association. The Committee shall be charged to view present patterns of instruction and assignment of students and staff, and consider the feasibility of experimenting with other school organization patterns. A final report with recommendations shall be prepared by the Committee and submitted to the Board and the Association. [10:8]

E 30 LEON COUNTY SCHOOL BOARD AND LEON CLASSROOM TEACHERS ASSOCIATION
 (Tallahassee, Florida)
 [Item Numbers: 17,21]

ARTICLE VIII

CLASS SIZE - CLASS LOAD

- 8.01 Class size shall not be used as a punitive measure against a teacher and within a given school, the administration will attempt, where possible, to balance the load between teachers teaching identical courses during the same period.
- 8.02 A class size study committee shall be established by the parties on or before January 1, 1977. Membership on this committee shall consist of three members appointed by the LCTA and three members appointed by the Superintendent. The committee shall devise its own internal working procedure.

The task of the committee will be to review the situation in the district as it relates to class size. The committee shall submit its findings on class size and its recommendations to the Superintendent on or before June 1, 1977. [12:12]

Sources of Additional Information

The following associations and their respective publications provide information on various aspects of collective bargaining in education and/or public sector collective bargaining. Readers are advised that the subscription rates listed here are subject to change.

American Arbitration Association: 140 West 51st Street, New York, New York 10020

publishes: *Arbitration in the Schools* (summarizes awards and fact-finding recommendations; published monthly for the American Association of School Administrators, American Federation of Teachers (AFL-CIO), National Education Association, and National School Boards Association). \$60 a year; 25% discount given to contributing members of AAA.

American Federation of Teachers/AFL-CIO: 11 Dupont Circle, Washington, D.C. 20036

publishes: *American Teacher*, newspaper, published monthly except July and August. Subscription is included in the dues of AFT members; \$5 a year to others.

Baywood Publishing Company: 120 Marine Street, Farmingdale, New York 11735

publishes: *Journal of Collective Negotiations in the Public Sector* (contains articles in all areas of the field). Quarterly. Subscription is on a per volume basis only (\$45 for 4 issues a year).

Bureau of National Affairs, Inc.: 1231 25th Street N.W., Washington, D.C. 20037

publishes: *Government Employee Relations Report* (GERR), covers municipal, county, state, and federal developments in employee-management relations. Published weekly. \$295 a year; \$285 for renewal.

Labor Relations Reference Manual (LRRM), lists and summarizes labor relations cases. Published three times a year. \$8 a piece for subscribers to the Labor Relations Section of the full service; \$16 a piece for non-subscribers.

Capitol Publications: Suite G-12, 2430 Pennsylvania Avenue N.W., Washington, D.C. 20037

publishes: *Education Daily* (daily newspaper covering all areas of education). \$275 a year; \$155 for 6 months.

Nation's Schools Report (newspaper covering all areas of education). Published every other week from September through May; monthly during June, July, and August. \$63 a year.

Commerce Clearing House, Inc.: 420 Lexington Avenue, New York, New York 10017

4025 West Peterson Avenue, Chicago, Illinois 60646

425 13th Street N.W., Washington, D.C. 20004

publishes: *Labor Cases* (LC) (a full-text reporter of decisions rendered by federal and state courts throughout the United States on federal and state problems). Published approximately twice a year. \$7.50 a piece for subscribers to the Labor Service; \$25 a piece for nonsubscribers.

Public Employee Bargaining (covers all facets of public sector collective bargaining). \$200 a year.

Croft-NEI Publications: 24 Rope Ferry Road, Waterford, Connecticut 06386

publishes: *Education Summary* (biweekly newspaper covering all facets of education). \$18 a year.

Education Commission of the States: 300 Lincoln Tower, 1860 Lincoln Street, Denver, Colorado 80295

publishes: *ECS Legislative Review* (monthly review of legislation across the country).

Educational Service Bureau, Inc.: 1835 K Street N.W., Washington, D.C. 20006

publishes: *Educators Negotiating Service* (newsletter published 20 times a year). \$108 a year.

Jefferson Law Book Company: Division of Anderson Publishing Company, 646 Main Street, P.O. Box 1936, Cincinnati, Ohio 45201

publishes: *Journal of Law in Education* (contains articles on school law and case summaries on recent education decisions). \$25 a year; \$27.50 in Canada and other foreign countries.

Labor-Management Relations Service of the United States Conference of Mayors: 1620 Eye Street N.W., Washington, D.C. 20006

publishes: *LMRS Newsletter* (contains developments in public sector labor relations). Published monthly. One year \$15; two years \$28.

National Education Association: 1201 16th Street N.W., Washington, D.C. 20036

publishes: *NEA Now* (newsletter). Published 24 times a year.

NEA Reporter (newspaper). Published monthly, from September through April and one May-June issue. Annual subscription price 20¢ (included in membership dues and available only as a part of membership).

National Organization of Legal Problems in Education: 5401 Southwest 7th Avenue, Topeka, Kansas 66606

publishes: *NOLPE School Law Journal* (contains articles on school law). Published semi-annually. Price included in members' annual dues of \$25; single copies \$2.50.

NOLPE School Law Reporter (reviews cases involving primary, secondary, and higher education). Published bi-monthly.

National School Boards Association: 1055 Thomas Jefferson Street N.W., Washington, D.C. 20007

publishes: *Insider's Report* (weekly newsletter featuring problem-solving and cost-cutting methods for school administrators and school board members). \$60 a year.

National School Public Relations Association: 1801 North Moore Street, Arlington, Virginia 22209

publishes: *Education U.S.A.* (weekly newspaper covering all areas of education). \$42 a year.

Bulk rate subscriptions: for six issues or more sent to separate addresses, \$30 per subscription; sent packaged to one central address, \$20 per subscription.

Robert F. Strauss and Associates, Inc.: 163 Washington Street, Morristown, New Jersey 07960

publishes: *Negotiations Journal* (contains sections on: duration of contract, employer rights, grievance procedure, job action, jurisdiction, negotiation tactics, scope of negotiation, unfair labor practices, union rights, and union determination). \$65 a year; published monthly. In West coast states, available from: Homer Johnson/Associates, 465 Pacific Street, Monterey, California 93940.

NJASA School Briefs (contains sections on: legislative action, state board rules, commissioner's decisions, court decisions, other departments of state government, and the federal scene). Published monthly. Associated with the New Jersey Association of School Administrators, 407 West State Street, Trenton, New Jersey 08618.

School Management Institute, Inc.: 750 Brooksedge Boulevard, Westerville, Ohio 43081

publishes: *Successful School Administration* (contains recent developments in education). Published bi-weekly from September through May; monthly in June, July, August, and December. \$24 a year in the United States and Canada.

West Publishing Company: 50 Kellogg Boulevard, P.O. Box 3526, St. Paul, Minnesota 55165

publishes: *The National Reporter System* (the standard primary source for American case law and judicial decisions.) Each state and the District of Columbia are grouped into seven regional series:

- (1) *Atlantic:* Connecticut, Delaware, District of Columbia, Maine, Maryland, New Hampshire, New Jersey, Pennsylvania, Rhode Island, Vermont
- (2) *Northeastern:* Illinois, Indiana, Massachusetts, New York, Ohio
- (3) *Northwestern:* Iowa, Michigan, Minnesota, Nebraska, North Dakota, South Dakota, Wisconsin
- (4) *Southern:* Alabama, Florida, Louisiana, Mississippi
- (5) *Southeastern:* Georgia, North Carolina, South Carolina, Virginia, West Virginia
- (6) *Southwestern:* Arkansas, Kentucky, Missouri, Tennessee, Texas
- (7) *Pacific:* Alaska, Arizona, California, Colorado, Hawaii, Idaho, Kansas, Montana, Nevada, New Mexico, Oklahoma, Oregon, Utah, Washington, Wyoming

SELECTED BIBLIOGRAPHY

The following bibliography is based on a search of published and unpublished literature. All of the entries relate to class size and the collective negotiations process, although not all are cited in the text.

Where possible, addresses and prices are given to expedite the ordering of desired materials. Documents for which ERIC Document (ED) numbers are given can be ordered from the ERIC Document Reproduction Service, Computer Microfilm International Corporation, P.O. Box 190, Arlington, Virginia 22210. The price schedule for documents is as follows: *Hard Copy*: 1-25 pages, \$1.67; 26-50 pages, \$2.06; 51-75 pages, \$3.50; 76-100 pages, \$4.67. (Add \$1.34 for each additional 25-page increment or fraction thereof.) *Microfiche*: 1-5 fiche, 83¢; 6 fiche, \$1.00; 7 fiche, \$1.16; 8 fiche, \$1.33. (Add 17¢ for each additional fiche.)

1. "Academic Bargaining Information Service Studies Bargaining Scope of 14 State Public Sector Laws," *Government Employee Relations Report*, No. 643 (February 9, 1976), pp. D-1 to D-11.
2. *Act 195*. 2d rev. ed. Harrisburg, Pennsylvania: Pennsylvania School Boards Association (412 North Second Street, 17109), June 1976. 223 pp. (\$4.00)
3. "AFT Strikes, Fall 1975," *American Teacher* (January 1975), pp. 12-13.
4. *Agreement Between Denver Classroom Teachers Association and School District No. 1 in the City and County of Denver and the State of Colorado, 1976-1978*. 72 pp.
5. Ambrosie, Frank and Robert W. Heller, "The Secondary School Administrator and Perceived Teacher Participation in the Decision-Making Process," *Journal of Experimental Education*, 40 (Summer 1972), pp. 6-13.
6. Becker, Harry A. "Mechanisms for Settling Collective Bargaining Disputes in Public Education," in *Rules, Roles, Language and Procedure in Collective Negotiations: A Primer for Administrators*, pp. 21-31. (Edited by Patrick W. Carlton, Richard L. Hogancamp, and Janet M. Reeve.) Reston, Virginia: Virginia Polytechnic Institute and State University, 1976.
7. Bellman, Howard and Harry Graham. "A Suggested Remedy for Refusal to Bargain in the Public Sector: Final Offer Arbitration," *Journal of Collective Negotiations in the Public Sector*, 3 (Spring 1974), pp. 183-189.
8. "'Beneficial to Children,'" *Time* (September 15, 1975), p. 51.
9. "California School Employee Labor Relations Law Lets Exclusive Agents Negotiate Pay, Working Conditions," *Government Employee Relations Report*, No. 626 (October 10, 1975), pp. B-1 to B-7.
10. *Class Load Relief: Denver's Program to Solve the Class Size Problem*. Denver, Colorado: Denver Classroom Teachers Association, CEA-NEA (1535 High Street, 80218), [1977]. 33 pp.
11. *Class Size*. Educational Issues Report No. 1. Albany, New York: New York State United Teachers (80 Wolf Road, 12205), 1976. 21 pp.
12. *Class Size: A Summary of Research*. Arlington, Virginia: Educational Research Service (1800 North Kent Street, 22209), 1978. 84 pp. (\$12.50)

13. *Class Size and Teacher Load*. Newton, Massachusetts: New England School Development Council (55 Chapel Street, 02160), April 1975. 63 pp. (\$3.00)
14. "Class Size Formula May Revolutionize Teacher Contracts," *NEA Reporter*, 16 (May-June 1977), p. 10.
15. "Class Size Isn't Subject to Union Negotiation, Says New York State Court--But Its Ruling Is Ambiguous," *Education Summary* (August 15, 1974), p. 6.
16. "Class Size Is Still the Issue," *American Teacher* (February 1975), p. 9.
17. "Class Size May Go to Bargaining Table in New York," *Educators Negotiating Service* (February 15, 1976), p. 129.
18. "Class Size Nonnegotiable, Says New York Court," *Educators Negotiating Service* (August 1, 1974), p. 8.
19. "Class Size Number One Issue in Los Angeles," *NEA Now* (December 13, 1976), p. 2.
20. "Class Size: *Susquehanna Valley Central School District at Conklin v. Susquehanna Valley Teachers Association*," *Negotiations Journal*, 1 (January-February 1976), p. 56.
21. "Connecticut: Court Rules Class Size, Workload and Grievance Arbitration as Negotiable," *Negotiation Research Digest*, 6 (September 1972), p. 3.
22. *Consequences of Declining Enrollment*. APS Planning Document 4. Albuquerque, New Mexico: Albuquerque Public Schools, Organization, Analysis and Research (724 Maple Street S.E., 87103), March 15, 1976. 41 pp.
23. "Contract Valid Even Though Signed Under Duress of Strike, N.Y. Court Says," *Government Employee Relations Report*, No. 670 (August 16, 1976), pp. B-7 to B-8.
24. "Court Affirms Class Size Not Mandatory in New York," *Educators Negotiating Service* (September 15, 1974), pp. 28-29.
25. "Denver Teachers Gearing Up for Class Size Load Relief Grants," *Education Daily* (August 11, 1977), p. 5.
26. Eisenhower, R. Warren. "Class Size." Fairfax, Virginia: Fairfax County Public Schools, October 17, 1977. 3 pp. (unpublished)
27. "The Elementary School of the Future," *American Teacher* (January 1974), p. 12.
28. "Employer Rights: Class Size," *Negotiations Journal*, 1 (July-August 1975), pp. 3-4.
29. Evans, Max W., Donald M. Knox, and Charles F. Wiedenman. *Trends in Collective Bargaining in Public Education*. Seven Hills, Ohio: American Association of School Personnel Administrators (6483 Tanglewood Lane, 44131), March 1978. 100 pp. (\$5.00; \$4.00 to AASPA members)
30. "'Every School System in Minnesota Has Classes With Too Many Kids,'" *NEA Reporter* (May 1976), p. 18.
31. Francis, Samuel N. "Is Class Size a Proper Item for Collective Negotiations Under Act 195?" Superintendent's Brief. Pittsburgh, Pennsylvania: Tri-State Area School Study Council, University of Pittsburgh, November 1975. 5 pp. (mimeographed)
32. Green, Virginia and Others. *Report of the Class Size Committee*. Lodi Education Association. Burlingame, California: California Teachers Association, Instruction Center, October 1, 1974. 28 pp.
33. Greenfield, T. Barr. "Towards a Framework for Research on the Class Size Question," in *Clarifying the Class Size Question: Evaluation and Synthesis of Studies Related to the Effects of Class Size, Pupil-Adult, and Pupil-Teacher Ratios*, pp. 179-206. (Edited by Doris W. Ryan and T. Barr Greenfield.) Toronto, Ontario: Ontario Ministry of Education, 1976. 229 pp.

34. Hall, W. Clayton and Norman E. Carroll. "The Effect of Teachers' Organizations on Salaries and Class Size," *Industrial and Labor Relations Review*, 26 (January 1973), pp. 834-841.
35. "Hawaii: Student-Teacher Ratios Negotiable; Methods for Attaining the Ratios Not Negotiable," *Negotiation Research Digest*, 6 (April 1973), p. 6.
36. "Here's What Your Fellow Boards Are Doing About Teacher Bargaining," *American School Board Journal*, 164 (June 1977), pp. 28-29, 46.
37. Hicks, Jean Lois Hefner. "An Attitudinal Study of Potential Areas of Conflict in Professional Schools Employee Negotiations in Kansas." Ph.D. dissertation, Kansas State University, 1973.
38. Hill, Barbara June Fauskin. "An Analysis of Factors Associated with Grievance Binding Arbitration in the Public Schools and the Possible Implications for California." Ed. D. dissertation, University of Southern California, 1973.
39. Hoffman, Gordon R. and John W. Brandt. *What Every Taxpayer Should Know About Collective Bargaining*. Westerville, Ohio: Ohio School Boards Association (700 Brooksedge Boulevard, 43081), 1977. 42 pp.
40. Hoover, David A. ". . . And Other Terms and Conditions of Employment," *APSS Know How*, 27 (December 1975), 4 pp.
41. Igoe, Joseph A. and Douglas M. Flynn. *The School Board Negotiator: Guidelines for Effective Teacher Negotiations*. Albany, New York: Thealan Associates, Inc., 1972. 189 pp.
42. "Impact of Class Size Negotiable," *Negotiation Research Digest*, 8 (October 1974), pp. 4-5.
43. "Impact of Class Size, Not Class Size Itself, Negotiable," *Negotiation Research Digest*, 8 (March 1975), p. 7.
44. "In Wayne Highlands, Happiness Is Uncrowded Classrooms," *NEA Reporter* (May 1976), pp. 16-17.
45. "Iowa PERB Rules on Scope of Teacher Bargaining and Structure of City's Blue Collar Unit," *Government Employee Relations Report*, No. 651 (April 5, 1976), pp. B-14 to B-15.
46. James, Tom. "The States Struggle to Define the Scope of Teacher Bargaining," *Phi Delta Kappan*, 57 (October 1975), pp. 94-97.
47. Jones, William Russell Jr. "Changes in Relationships Among Various Segments of the Educational Community as They Relate to the Adoption of Collective Negotiation Agreements." Ed.D. dissertation, University of Colorado, 1969.
48. The Lawyers' Committee for Civil Rights Under Law. *A Study of State Legal Standards for the Provision of Public Education*. Washington, D.C.: U.S. Government Printing Office, October 1974. 96 pp.
49. Letter from James W. Kasameyer, Board Agent, Oregon Employment Relations Board, Representation-Improper Practices Division, Salem, Oregon, September 12, 1977.
50. Letter from Stanley L. Raub, Executive Director, New York State School Boards Association, Albany, New York, September 9, 1977.
51. Lifton, Fred. "Contract Language in Collective Negotiations," in *Rules, Roles, Language and Procedures in Collective Negotiations: A Primer for Administrators*, pp. 32-44. (Edited by Patrick W. Carlton, Richard L. Hogancamp, and Janet M. Reeve.) Reston, Virginia: Virginia Polytechnic Institute and State University, 1976.
52. "Major Problems of Teachers," *NEA Research Bulletin*, 49 (December 1971), pp. 103-108.
53. McKenna, Bernard H. and Martin N. Olson. "Class Size Revisited." *Today's Education*, 64 (March-April 1975), pp. 29-31. (plus "Supporting References for Nine Generalizations Described in Above Article," 7 pp. mimeographed.)

54. Munsterman, Richard E. and Roy R. Nasstrom. "Teacher Negotiations in Indiana: The Second Frustrating Year." Revised version of a paper presented at the National Conference of Professors of Educational Administration, August 1976. 13 pp. (ED 130 411)
55. Myers, Donald A. *Teacher Power--Professionalization and Collective Bargaining*. Lexington, Massachusetts: Lexington Books, 1973. 199 pp.
56. *Negotiation Agreement Provisions for Teachers, 1972 Edition. Part II--Joint Committees, Instructional, Educational and Teacher Assignment and Work-Load Provisions*. Washington, D.C.: National Education Association, Research Division (1201 Sixteenth Street, N.W., 20036), 1972. 609 pp.
57. *Negotiations Proposals to Avoid*, Albany, New York: New York State School Boards Association (111 Washington Avenue, 12210), 1972. 24 pp. (\$3.00)
58. "A Nevada Supreme Court Decision Which Opens Up a Broad Range of Items for Teacher Negotiations Definitely 'Will Have Ramifications Elsewhere,'" *Education U.S.A.* (February 10, 1975), p. 136
59. "Nevada Supreme Court Expands Bargainable Items," *Educators Negotiating Service* (April 1, 1975), p. 150.
60. "Nevada's Negotiable Items," *ECS Legislative Review*, 5 (March 17, 1975), p. 1.
61. "Nevada Teachers Win Broad Bargaining Rights," *Educators Negotiating Service* (February 1, 1975), p. 101.
62. Newby, Kenneth A. *Collective Bargaining--Practices and Attitudes of School Management*. Research Report 1977-2. Washington, D.C.: National School Boards Association (1055 Thomas Jefferson Street N.W., 20007), 1977. 38 pp. (\$3.50)
63. "New York: Workload Partially Based upon Class Size Is Negotiable, But Submission of Non-Negotiable Demands to Fact Finder Violates Duty to Bargain in Good Faith," *Negotiation Research Digest*, 8 (April 1975), p. 10.
64. O'Connell, James F. and Robert W. Heller. "Factors Leading to Impasse in Teacher-School Board Collective Bargaining." Paper presented at the annual meeting of the American Educational Research Association, April 1976. 24 pp. (ED 120 936)
65. Pagen, John. "Michigan Learned These Seven Bargaining Lessons--The Hard Way," *American School Board Journal*, 162 (August 1975), p. 37.
66. "Pennsylvania: Wages, Hours, and Working Conditions Are Bargainable If They Do Not Affect Board Policies," *Negotiation Research Digest*, 7 (December 1973), p. 6.
67. Perrimon, Vivian S. and Others. "Four Teachers Sound Off About Class Size," *Today's Education*, 65 (March-April 1976), pp. 39-42, 98.
68. Perry, Charles R. and Wesley A. Wildman. *The Impact of Negotiations in Public Education: The Evidence From the Schools*. Worthington, Ohio: Charles A. Jones Publishing Company, 1970. 254 pp.
69. *Problems of City Teachers*. Washington, D.C.: National Education Association, Research Division (1201 Sixteenth Street N.W., 20036), 1973. 29 pp.
70. Pugh, James B., Jr. *Performance of Teachers and Pupils in Small Classes*. New York, New York: Institute of Administrative Research, Teachers College, Columbia University (525 West 125th Street, 10027), 1965. 41 pp.
71. Reutter, E. Edmund, Jr. and Robert R. Hamilton. *The Law of Public Education*. 2d ed. Mineola, New York: The Foundation Press, Inc., 1976. 747 pp.
72. Ross, Doris M. and Lawrence Raful. *A Legislator's Guide to Collective Bargaining in Education*. Research Brief, Vol. 3, No. 4. Denver, Colorado: Education Commission of the States (300 Lincoln Tower, 1860 Lincoln Street, 80295), January 1975. 51 pp. (\$2.00)
73. Schmidman, John and Richard Z. Hindle. "The Scope of Collective Bargaining in the Public Sector: Pennsylvania's Experience," *Journal of Collective Negotiations*, 5 (1976), pp. 15-25.

74. "Scope of Negotiations: *Greenfield Education Association v. School Board, School District No. 6, City of Greenfield*," *Negotiations Journal*, 2 (September-October 1976), p. 32.
75. "Scope of Negotiations: *In the Matter of Bettendorf Community School District v. Bettendorf Education Association and Dubuque Community School District and Dubuque Education Association*," *Negotiations Journal*, 1 (January-February 1976), pp. 54-55.
76. "Scope of Negotiations: *In the Matter of Board of Trustees of Middlesex County College and Local 1940, American Federation of Teachers, (AFL-CIO); Local 1940, American Federation of Teachers, (AFL-CIO) and Board of Trustees of Middlesex County College*," *Negotiations Journal*, 3 (November 1977), pp. 30-31.
77. "Scope of Negotiations: *In the Matter of North Polk Community School District and North Polk Education Association*," *Negotiations Journal*, 2 (May-June 1977), p. 82.
78. "Scope of Negotiations: *In the Matter of Queensbury Union Free School District and Queensbury Faculty Association*," *Negotiations Journal*, 2 (September-October 1976), pp. 30-31.
79. "Scope of Negotiations: *In the Matter of Rutgers, The State University and Rutgers Council of American Association of University Professors*," *Negotiations Journal*, 1 (January-February 1976), p. 55.
80. "Scope of Negotiations: *In the Matter of the Arbitration Between Fort Ann Central School District and Fort Ann Central School Teachers Association*," *Negotiations Journal*, 2 (July-August 1976), p. 13.
81. "Scope of Negotiations: *In the Matter of the Board of Education of Levittown Union Free School District v. Levittown United Teachers*," *Negotiations Journal*, 2 (July-August 1976), p. 13.
82. "Scope of Negotiations: *Susquehanna Valley Central School District at Conklin v. Susquehanna Valley Teachers Association*," *Negotiations Journal*, 1 (January-February 1976), pp. 56-57.
83. *Scope of Public Sector Bargaining in 14 Selected States. Special Report 25. Update.* Washington, D.C.: Academic Collective Bargaining Information Service (1818 R Street N.W., 20009), January 1977. 19 pp. (ED 132 956)
84. Smith, Russell A., Leroy S. Merrifield, and Donald P. Rothschild. *Collective Bargaining and Labor Arbitration: Materials on the Negotiation, Enforcement and Content of the Labor Agreement.* Contemporary Legal Education Series. Indianapolis, Indiana: The Bobbs-Merrill Company, Inc., 1970. 919 pp.
85. "South Dakota: Educational Policy Not Negotiable," *Negotiation Research Digest*, 6 (April 1973), p. 5.
86. "Strikes by AFT Locals, 1975-76," *American Teacher* (September 1976), p. C18.
87. "Supreme Court of Wisconsin: *City of Beloit v. Wisconsin Employment Relations Commission*," *NJASA School News Briefs*, 5 (December 1976), pp. 8-9.
88. "Teacher Opinion Poll: Class Size," *Today's Education*, 64 (January-February 1975), p. 109.
89. "Teacher Opinion Poll: Professional Satisfaction," *Today's Education*, 64 (November-December 1975), p. 14.
90. "Teacher Strikes: Only the Start," *Time* (September 15, 1975), pp. 42, 51.
91. "Teachers and School Boards May Arbitrate Class Size, a Permissive Item, in New York," *Government Employee Relations Report*, No. 641 (January 26, 1976), pp. B-3 to B-4.
92. "Teachers: In a Striking Mood," *Time* (September 22, 1975), pp. 16-18.
93. Telephone interview with Ken Hill, Budget Office, Montgomery County Public Schools, Rockville, Maryland, May 18, 1977.
94. Telephone interview with Warren Eisenhower, Department of Employee Relations, Fairfax County Public Schools, Fairfax, Virginia, May 19, 1977.

95. Torrence, William D. "And What Do Teachers Strike Most Over? Wages, Of Course," *American School Board Journal*, 163 (March 1976), p. 29.
96. "Trends in Negotiable Items for Teachers," *Negotiation Research Digest*, 6 (November 1972), pp. 13-15.
97. Walter, Robert L. *The Teacher and Collective Bargaining*. Lincoln, Nebraska: Professional Educators Publications, Inc., 1975. 100 pp.
98. "Weighted Pupil Plan Solving Class Size Issue," *Education U.S.A.* (August 1, 1977), pp. 353, 358.
99. Weitzman, Joan. *The Scope of Bargaining in Public Employment*. Praeger Special Studies in U.S. Economic, Social, and Political Issues. New York, New York: Praeger Publishers, Inc., 1975. 384 pp.
100. Wesley, Roy. *Impasse Resolution: An Analysis of Old and New Ways to End Deadlocks*. Washington, D.C.: Labor-Management Relations Service of the United States Conference of Mayors (Suite 616, 1620 Eye Street N.W., 20006), 1976. 20 pp. (\$5.00 post paid)
101. "What Are Teachers Negotiating?" *Negotiation Research Digest*, 5 (November 1971), pp. 20-37.
102. "Wisconsin School Administrators' Prerogatives Upheld by a Second County Circuit Court Judge," *Government Employee Relations Report*, No. 643 (February 9, 1976), pp. B-1 to B-2.
103. "Wisconsin Supreme Court Defines Scope of Bargaining for Teachers," *Government Employee Relations Report*, No. 669 (August 9, 1976), pp. B-13 to B-14.
104. "Wisconsin: WERC Clarifies Negotiable Items," *Negotiation Research Digest*, 8 (January 1975), pp. 11-12.
105. "'You're Just Not There When a Child Needs You,'" *NEA Reporter* (May 1976), pp. 14-15.
106. Zirkel, Perry A. "An Analysis of Selected Aspects of State Teacher-Board Negotiations Statutes," *NOLPE School Law Journal*, 6 (1976), pp. 9-22.

TABLE OF CASES

	Page
<i>Aberdeen Education Association v. Aberdeen Board of Education, Aberdeen Independent School District</i> (South Dakota, 1974)	39
<i>Bayport-Blue Point Board of Education and Bayport-Blue Point Education Association</i> (New York, 1977)	22
<i>Board of Education of Clarkstown and Clarkstown Teachers Association</i> (New York, 1976)	20
<i>Board of Education of Ridgefield and Ridgefield Teachers Association</i> (Connecticut, 1977)	18
<i>Board of Education of the Levittown Union Free School District v. Levittown United Teachers</i> (New York, 1976)	35
<i>Board of Education of the Westmoreland Central School District v. Westmoreland Teachers Association, Inc.</i> (New York, 1977)	36
<i>Board of Education, Somers Central School District v. Somers Faculty Association</i> (New York, 1975)	34
<i>Bolivar Board of Education and Bolivar Teachers Association</i> (New York, 1976)	19
<i>Boston Teachers Union, Local 66, American Federation of Teachers (AFL-CIO), et al. v. School Committee of Boston, et al.</i> (Massachusetts, 1976)	30
<i>City of Beloit v. Wisconsin Employment Relations Commission</i> (Wisconsin, 1976)	39
<i>City of Biddeford by Its Board of Education v. Biddeford Teachers Association</i> (Maine, 1973)	29
<i>Clark County School District v. Local Government Employee-Management Relations Board; Washoe County Teachers Association v. Washoe County School District</i> (Nevada, 1974)	31
<i>Coventry School Committee and Coventry Teachers Alliance</i> (Rhode Island, 1977)	24
<i>Fargo Education Association v. Paulsen, et al.</i> (North Dakota, 1976)	37
<i>Fort Ann Central School District v. Fort Ann Central School Teachers Association, et al.</i> (New York, 1976)	36
<i>Genesee Community College and Genesee Faculty Association</i> (New York, 1975)	19
<i>Gloucester County College and Gloucester County College Federation of Teachers</i> (New Jersey, 1975)	18
<i>Gloversville School District and Gloversville Teachers Association</i> (New York, 1976)	19
<i>Greenfield Education Association v. School Board, School District No. 6, City of Greenfield</i> (Wisconsin, 1976)	40
<i>In the Matter of Bettendorf Community School District and Bettendorf Education Association, Dubuque Community School District and Dubuque Education Association</i> (Iowa, 1976)	27
<i>In the Matter of Board of Education, Greenburgh Central School District No. 7 v. Greenburgh Teachers Federation, Local 1788, of the American Federation of Teachers, AFL-CIO</i> (New York, 1976)	34
<i>In the Matter of Board of Trustees of Middlesex County College and Local 1940, American Federation of Teachers, (AFL-CIO); Local 1940, American Federation of Teachers, (AFL-CIO) and Board of Trustees of Middlesex County College</i> (New Jersey, 1977)	32

<i>In the Matter of Illinois Federation of Teachers, Local 919, AFT, AFL-CIO and Department of Children & Family Services (Illinois, 1975)</i>	26
<i>In the Matter of North Polk Community School District and North Polk Education Association (Iowa, 1977)</i>	27
<i>In the Matter of Queensbury Union Free School District and Queensbury Faculty Association (New York, 1976)</i>	36
<i>In the Matter of Rutgers, the State University and Rutgers Council of American Association of University Professors Chapters; Rutgers Council of American Association of University Professors Chapters and Rutgers, the State University (New Jersey, 1976)</i>	31
<i>In the Matter of the Application of Board of Education, Harrison Central School District for an Order Restraining Arbitration Attempted to Be Had by Harrison Association of Teachers (New York, 1976)</i>	35
<i>In the Matter of the Hawaii State Teachers Association and the Department of Education (Hawaii, 1972)</i>	26
<i>In the Matter of Yorktown Faculty Association and Yorktown Central School District (New York, 1974)</i>	32
<i>Kenai Peninsula Borough School District and Kenai Peninsula Borough v. Kenai Peninsula Education Association; Anchorage Borough Education Association v. Greater Anchorage Area Borough, Anchorage Borough School District; Matanuska-Susitna School District v. Matanuska-Susitna Education Association (Alaska, 1977)</i>	25
<i>National Education Association of Shawnee Mission, Inc. v. Board of Education of Shawnee Mission Unified School District No. 512 (Kansas, 1973)</i>	28
<i>Onondaga Community College and Onondaga Community College Federation of Teachers (New York, 1978)</i>	22
<i>Pennsylvania Labor Relations Board v. State College Area School District, the Board of School Directors; Appeal of State College Area Education Association; Appeal of American Federation of State, County & Municipal Employees, AFL-CIO (Pennsylvania, 1975)</i>	38
<i>Pleasantville Union Free School District and Pleasantville Teachers Association (New York, 1977)</i>	21
<i>Rush-Henrietta Central School District and Rush-Henrietta Educators Association (New York, 1977)</i>	21
<i>School District of Seward Education Association v. School District of Seward (Nebraska, 1972)</i>	30
<i>Scranton School Board and American Federation of Teachers, Local 1147 (Pennsylvania, 1978)</i>	23
<i>Springfield Education Association, et al. v. Springfield School District No. 19, et al. (Oregon, 1976)</i>	38
<i>Superintending School Committee of the City of Portland v. Portland Teachers' Association (Maine, 1975)</i>	29
<i>Susquehanna Valley Central School District at Conklin v. Susquehanna Valley Teachers' Association, et al. (New York, 1975)</i>	33
<i>Trumbull Board of Education and Trumbull Education Association (Connecticut, 1976)</i>	17
<i>Watervliet Enlarged School District and Watervliet Teachers Association (New York, 1977)</i>	20
<i>West Hartford Education Association, Inc. v. Dayson DeCourcy, et al. (Connecticut, 1972)</i>	26

	Page
<i>West Irondequoit Teachers Association, et al. v. Helsby, et al.</i> (New York, 1974)	32
<i>Whitewater Education Association, on Behalf of Mr. Joe Obmascher v. Whitewater Unified School District No. 1, Board of Education and Mr. John J. Newhouse and Mr. Thane Uglow</i> (Wisconsin, 1977)	42
<i>Woonsocket School Committee and Woonsocket Teachers Guild</i> (Rhode Island, 1975)	23
<i>Yonkers Board of Education and Yonkers Federation of Teachers</i> (New York, 1977)	20

Index to School District Teacher Negotiation Agreements

Page

CALIFORNIA

1. Agreement Between the Beaumont Unified School District and the Beaumont Teachers Association/CTA/NEA, 1976-77 (Beaumont) 56
2. Agreement Between the Board of Trustees, Placer Union High School District and Associated Teachers of Placer--CTA/NEA, Covering the Period July 1, 1976 to June 30, 1977 (Auburn) 75
3. Agreement Between the Rio School District and the Rio Teachers Association, 1976-77 (Oxnard) 70
4. Agreement Between the San Gabriel School District and the San Gabriel Teachers Association/California Teachers Association/National Education Association for the Period October 13, 1976 to August 31, 1977 as Specified Herein (San Gabriel) 57
5. Master Contract 1976-77 Between Walnut Valley Educators Association and the Walnut Valley Unified School District (Walnut) 56

COLORADO

6. Master Agreement Between Douglas County School District Re 1 and Douglas County Education Association, January 1976 (Castle Rock) 60

CONNECTICUT

7. Agreement Between the Board of Education of the City of Hartford and the Hartford Federation of Teachers, Local No. 1018, AFT, AFL-CIO, July 1, 1975 - June 30, 1978 (Hartford) 64
8. Comprehensive Group Contract Between Norwalk Board of Education and Norwalk Federation of Teachers, Local 1723, AFT, AFL-CIO, September 1, 1976 to August 31, 1978 (Norwalk) 63
9. Agreement Between the Waterford Board of Education and the Waterford Federation of Classroom Teachers, 1975-78 (Waterford) 72

DELAWARE

10. Agreement Between the Board of Education, Caesar Rodney School District and the Caesar Rodney Education Association, 1976-78 (Camden-Wyoming) 78

FLORIDA

11. Contract Between the Dade County Public Schools and the United Teachers of Dade, FEA/United, AFT, Local 1974, AFL-CIO, September 17, 1975 - September 16, 1977 (Miami) 76
12. Contract Between the Leon Classroom Teachers Association, FTP-NEA and the Leon County School Board, 1976-78 (Tallahassee) 79

ILLINOIS

13. Agreement Between Community Unit School District No. 60, Lake County, Waukegan, Illinois and Lake County Federation of Teachers, Local No. 504, 1975-76, 1976-77 (Waukegan) 63
14. Negotiated Agreement Between the Board of Education of School District 59 and the Teachers' Council, School District 59. School Year 1977-78 (Arlington Heights) 75

INDIANA

15. Agreement Between the Board of School Trustees of the Elwood Community School Corporation and the Elwood Classroom Teachers Association, 1974-75 (Elwood) 76

KANSAS

16. Teachers Employment Agreement. Wichita Board of Education, Unified School District 259, 1976-78 (Wichita) 77

MAINE

17. Contract Between the Freeport School Committee and the Freeport Teachers Association, 1975-77 (Freeport) 60

MAINE (Continued)

18. Agreement Between the School Committee of the Town of Lisbon, Maine and the Lisbon Education Association, 1976 (Lisbon Falls) 71

MARYLAND

19. Master Agreement Between the Teachers Association of Baltimore County, Maryland, Inc. and the Board of Education of Baltimore County, July 1, 1976 - June 30, 1977 (Towson) 70

MASSACHUSETTS

20. Agreement Between the Peabody School Committee ("The Committee") and the Peabody Federation of Teachers, Local 1289, AFL-CIO ("The Federation") Unit A, Effective September 1, 1975, Expiring August 31, 1977 (Peabody) 72
21. Agreement Between the School Committee of the Town of Wellesley and the Wellesley Teachers Association, July 1, 1974 - June 30, 1975 (Wellesley) 56

MICHIGAN

22. Master Agreement Between the Ann Arbor Board of Education and the Ann Arbor Education Association, 1975-78 (Ann Arbor) 65
23. Agreement Between the Warren Consolidated Schools and the Warren Education Association, 1976-77, 1977-78 (Warren) 58

MONTANA

24. Negotiated Agreement Between the Board of Trustees of School Districts One & A, Great Falls, Montana and the Great Falls Education Association and Certificated Personnel Policies, July 1, 1977 (Great Falls) 76

NEW YORK

25. Agreement Between the Gloversville Enlarged City School District and the Gloversville Teachers Association, July 1, 1975 - June 30, 1977 (Gloversville) 61
26. Agreement Between the City School District of the City of Schenectady, New York and the Schenectady Federation of Teachers, Local 803 of the American Federation of Teachers, the National Education Association, AFL/CIO for the Period September 1, 1975 - August 31, 1977 (Schenectady) 73

OHIO

27. Richmond Heights Education Association and Richmond Heights Board of Education. 1976-77 Negotiated Agreement (Richmond Heights) 56
28. Three-Year Agreement Between the Toledo Board of Education and the Toledo Federation of Teachers, Local 250, AFT, AFL-CIO, Expiring August 31, 1976 (Toledo) 61,

OREGON

29. 1976-78 Contract Between Hillsboro Education Association and Hillsboro Union High School District 3JT (Hillsboro) 58

PENNSYLVANIA

30. Agreement Between the Board of Education of the School District of Philadelphia and the Philadelphia Federation of Teachers, Local 3, American Federation of Teachers, AFL-CIO, September 1, 1972 - August 31, 1976 (Philadelphia) 69

Educational Research Service, Inc.
1800 North Kent Street
Arlington, Virginia 22209